A. Benton

Lynn Mass. V

Wednesday Nov 3. 1869

Rec'd Nov. 4.

New York

Dear Sir,

In my note to you of the 12th Ult. we beg to have renewed the humble offering of ourselves and our services as Missionaries to return to Syria and reside and labor upon the Goodly Mountain Lebanon.

Constrained to agree with the expressed desire of Mr C. as Treasurer and submit the case on its merits for Consular adjudication, the Court stated that this agreement would be equivalent to a withdrawal or abandonment of the claim for indebtedness against him.

Now this statement of the Court: this agreement of the parties at trial and the account charged in the

Petition put on c
in the Journal of
And his answer in a
I have fraternally su ed
for the decision of the Prudential
Committee. And I understand
from the commencement of
proceedings in all civil cases
interest at 1% legal rate in
Turkey is payable quarterly
in advance.

Invited to produce evidence
in support of the alleged claim
I did cheerfully submit in
demonstration of said account
the executive order of the American
Board in the action of June 1861

The Court allowed this
evidence known to have been
in my possession several
years ago to prove the charge
of indebtedness against Mr C
as treasurer, indicated a legal

eger the Evidence
sion of the U.S. Legation
tinople in all civil cases
above [illegible] hundred dollars, stated
the memorial of friendly Arbitration
on agreement of both Parties,
and gave a decision in favor
of the Defendant named in the
prosecution - But Defendant
declined friendly arbitration
as well as amicable adjustment
supposing that "it is simpler
and planner to institute action
against himself as the answer,
or the A.B.C. Fell in a civil
Case". This necessity to undertake
civil proceedings, as well as
the impossibility to co operate
in that peculiar relation which
ought always to subsist between
members of the same mission,
or Missionaries of the same Board
being all citizens of the United

States, the Commis-
at their direction &c
Now a friend may
Are the transactions of the
with You, honorable, And
presumptively I answer that
they are, and submit my
account against Mr Calhoun
as Treasurer for $300.954
Salary, with interest etc
But Mr Calhoun in his
answer denies the validity and
legality of the account as well
as the obligation under the
circumstances to make more
payments of authorized Salary
on demand in our contract
with the A.B.C.F.M from
1859 to 1869. This denial seems
to subject a man in this
case — and is anomalous. —

Very faithfully Yours,
William A Burton

Rev. L. Clark D.D.
Sec A.B.C.F.M
Boston, Mass.

Rev. W. A. Benton.

W

Holyoke Mass
November 5. 1869

Rec'd Nov. 10.

Rev & Dear Sir

Separated from the American Board, and invited to come to this country in unqualified submission to, and official compliance with the positive instructions of the Prudential Committee on the subject of a salary, payment whereof Mr Calhoun as Treasurer of the Syria Mission was privately instructed to continue, I have fraternally submitted the account, and the evidence in demonstration thereof, for the decision of the Committee.

Necessity to institute civil

proceedings and submit said evidence in support of the alleged claim for indebtedness against Mr Calhoun as Treasurer, and submit the case on its merits, I suppose the Prudential Committee will readily acknowledge. And also that "an oath for confirmation is an end of all strife". in all civil cases in Turkey or elsewhere.

Your representation that "the Treasurer should receive "farther instructions from the Committee on the subject", adviring with the brethren in the autumn of 1860 "to continue the payment of Mr Benton's salary" etc did not, nor ever could alter "an oath for confirmation" to aver once for all that according to the best of my knowledge this account is true. So help me God. Amen.

May it please the Prudential Committee

Separated from the American Board in the action of June 1861 we owe most cordial thanks to the Committee for instructions therein given to the Treasurer of the Syria Mission on the subject of a salary which I claim to have been unlawfully withheld from me by the Syria Mission in the denials of the answer Mr Calhoun has put on oath and file in the Journal of the U.S. Consular Court at Beirut, Syria. Early in 1868. We are not responsible for the facts in the Mission or the necessities of the case and lament them.

The account charges in said

Journal. submitted for the action of the Committee is true according to the best of my knowledge, examination whereof in said Court was final. This account of course includes indebtedness for $750 salary for 1868 and the necessity of interest at U.S legal rate in Turkey on the claim of indebtedness as of a note payable on demand from the commencement of proceedings against Mr Calhoun or the Board in a civil case. as well as additional claims for my authorized salary, with interest in 1869 - This necessity to commence civil proceedings I have the honor to refer and submit to the pleasure of the Committee.

The denials of the Defendant as Treasurer without Evidence in support thereof can in no way

alter the truth of said account.

That the Treasurer should receive further instructions from the Committee on the subject ever since the autumn of 1860, advising with his associates in Syria. We cheerfully acknowledge. In this circumstance we see no evidence to prove the assumption that the order has been countermanded.

On the contrary this acknowledgment may serve to confirm amicable adjustment and friendly arbitration although Mr Calhoun in open court declined both propositions and expressed his desire for consular adjudication. It may serve also to strengthen the averments of the statement, and the decision of said court in favor of the defendant as a private citizen of the United States—

Now the only checks or restraints upon an unlawful action so anom-

alous in refusing, withholding and even denying the payment of authorized salary on demand for a limited time of 5 months or ten years are the civil penalties indicated by interest, prosecution, &c

But in our executive separation from the Board as its missionaries this necessity to institute action against Mr Calhoun or the Board in a civil case we do most cordially submit, and refer for revision or approval to the official pleasure and direction of the Prudential Committee. I ask the pleasure of the Board relative to the subject of indebtedness for the payment of authorized salary on demand for ten years past.

Now this representation if it may please the Committee must serve to confirm the charge against Mr Calhoun as Treasurer, the statement of the Court, and the decision of the Court in favor of Mr Calhoun as an individual. And the sufficiency of said instructions in the action of June 1861 to prove indebtedness against the defendant under authority. I have indicated in my note to you of the 3d instant from this place.

In the opinion of the U.S. Consul General what involves a contradiction in our Missionary transactions may be simply as a gratuity or amicable adjustment "to make an advance" "of $500. on the score of a salary" "which I claim to have" "been unlawfully withheld" "from me by the Syria Mission".

Now therefore may it please the Prudential Committee to

allow as Salary, the several sums advanced to me, in account of 1859. 1860. and 1861: and require the Treasurer of the Mission, in compliance with his instruction advising with the brethren to continue the payment of Mr B's Salary, etc

In accordance with said instructions from the Committee, on payment thereof it is the agreement from the summer of 1861 to withdraw all my protests and claims against said Treasurer of the Mission, its individual members and Mr A. B. C. F. M. in Syria.

So I have submitted the account for Salary, with interest, the evidence in demonstration thereof, and the question of civil proceedings in the necessary forms for the prosecution.

Very Respectfully Yours.

William A. Benton

Rev N. G. Clark D.D.
Rev Sec A. B. C. F. M.
Boston Mass

Rev. N. A. Benton

Private

Tolland Conn
Monday A.M. April 11,
1870 –

Rec'd Apr. 12

To the Prudential Committee
A. B. C. F. M. Boston, Mass.

Dear Fathers & Brethren,

At your invitation we have come to this country, for a visit and submitted the account charged in my petition against Rev. S. L. Calhoun Treasurer of the Syria Mission for a fraternal settlement. This account I have revised for withdrawal or abandonment of the claim for indebtedness against him in his private liabilities, and sent to the Treasurer of the Board and asked $300 in advance on the balance due me from January last.

My letter to the members of the Special Committee remaining unanswered, on our agreement

of July 21st 1869, a repetition of matters thus fully settled ~~[illegible]~~ be necessary unless the Prudential Committee approve or decide, or at least allow the charge for indebtedness against the Treasurer of the said Mission under instructions on the subject thereof. — But we desire to avoid vain repetition of matters thus fully settled —

Impossible as it was for us to cooperate with the brethren or "continue the payment" of authorized salary on demand as missionaries of the A.B.C.F.M. or members of said Mission, in Syria. This impossibility can have no place in that personal relation which ought always to subsist between missionaries of said Board as citizens of the United States.

Do the Committee approve

the answer of the Defendant denying the validity and legality of the account charged against him for Salary from July 31. 1859 to June 29. 1861 (2) or from June 29 1861 to the present Year. —

Instructions from the Committee on the subject Plaintiff introduced and the Court allowed to prove the charge for indebtedness against him as Treasurer of the Spice Mission. Agreement was equivalent to a withdrawal or abandonment of the claim in a civil case —

I am surprised however at the assumption or prior certainty that agreement is "payment", or payment in part can be regarded by the Treasurer of the Board as "complete discharge for all claims" of indebtedness against said Defendant as Treasurer of the Mission —

I have sent from the last week a note of inquiry to Hon L. Child, and respectfully submit this communication for information and direction from the honorable directors of the American Board and ask the fraternal decision of the Prudential Committee on the subject of a salary so long demanded & withheld in Syria.

May it please God and the Committee to allow me our agreement of July last that all our claims against the Syria Mission have been fully met, the account is respectfully revised and submitted

Very faithfully for
the Missionary Service
William A Benton

Mrs. E. G. Benton.
May 9. 1870.
Rec'd May 10.

May 9th 1870

Sect. Treas —

Honored & Dear Sir —

In our late interview at Boston, if I understood you, it was your wish that I would promise you that I would not try to raise fifty thousand dollars for a seminary for the daughters of those poor benighted Druzes on Mt. Lebanon — Certainly you cannot object to my saying every where that God gives me opportunity — that the Lord has opened a wide & most interesting door for the preaching of the gospel & for Christian education among the Druzes.

You cannot object to my saying that it will cost sixty dollars in gold, a year, to support a Druze girl in any of the Boarding Schools already in existence, as in our own family as a pupil, & that it costs at least one hundred & fifty dollars a year in gold, to support a Primary School in any of those wild Druze villages, like Bedghan or Rasel Katn or Betatha — You cannot object to my saying that there are six hundred villages on Mt. Lebanon scattered over a tract of ten thousand sq. miles, & containing a population of half a million of souls, & that only <u>one</u> of these six hundred villages is occupied by resident American Missionary families — It is our continual prayer to God that he would remove all difficulties & obstacles

in the way of our early return to Mt Lebanon, that we may resume our work especially among the poor women of those dark regions — We met a lady a few days ago in this country & she remarked "dear Mrs Benton twelve years ago I was at your house at Bhamdun & I shall never forget the Sabbath I spent there nor your Bible class of seventy women all seated on the floor in circle rows, & I heard you teach them an hour in Arabic" May we venture to hope that after the Syria Mission shall have joined the Pres. Board the objections to our connection with the Am. Board will be removed? We believe the "Prudential Committee will redeem all their pledges" In 1855 in view of those perplexities on Mt Lebanon, Dr Anderson stated "you are right bro. Benton & the Prudential Committee will sustain you" — in 1860 Mr Hardy after making all inquiries into

the case, stated at our house at Bhamdun "We will see that you are not separated from the Board" — We thank you for sending to us those letters from our brethren in Syria, — I suppose they have written scores not to say hundreds of just that kind of documents to England & to Scotland as well as to Boston — Now Dr Anderson & Mr Hardy & I dare say all the Committee know perfectly well that we have given them no reason to write in this way about us — therefore we beseech you honored fathers & brethren, to set aside this tide of opinion & misrepresentation, do not receive those reports without the shadow of a fact to prove them — Do not oppose, but aid us, in the work to which the Lord has called us —

Your affec sister in Christ

Louisa S. Benton

Rev. H. A. Benton

Rec'd May 13, 1870.

Prudential Committee
A.B.C.F.M. Boston Ms.

Honored Fathers and Brethren,

On Suit entered against Rev S. H. Calhoun to enforce due compliance with instructions of the Committee private to him in June, official in November 1860 and Executive in Dr Anderson's letter to me of June 29, 1861 if it may please the Committee in sums already received from Defendant regarded as salary from July 1859 to June 1861 we feel that all our protests and claims for indebtedness against said Treasurer under instructions have been fully met to the time of our Executive separation from the A.B.C.F.M. in Syria.

In that action of June 29, 1861 we did most cordially acquiesce and receive the Executive order of the Board for the Treasurer

"to continue the payment of
Mr Benton's Salary at the rate of $350
per annum, etc So the order was
thankfully received.

Now in the agreement of July last
we did cheerfully acknowledge
the sums already received from
Rev S. H. Calhoun, Treasurer, in
account of $1434 $\frac{42}{100}$ Salary from
July 31. 1859 to June 29. 1861; and
$500 in currency asked on
the score of $12.038 $\frac{16}{100}$ indebtedness
charged in the petition; and the
pledge of the Committee to pay
my note to Hon J. A Johnson
of Beirut Syria;

Of matters thus fully settled
we desire no vain repetition
but confidently anticipate
the decision of the Prudential
Committee. And we are ready
to accept as final, under the
circumstances payment of "all

that the claims of Common justice and Christian humanity demanded

That the Treasurer of the Mission would not receive farther instructions from the Committee on the subject — that he should decline amicable adjustment and friendly arbitration and desire that the case should be submitted on its merits, without farther discussion: — advising with his associates to set aside instructions and withhold rather than "continue the payment of Mr Benton's salary" truth, honor and duty constrain us to admit, and lament and submit the case. —

It may be needless to remind the Committee that our agreement is in evident accordance with the expressed desire and opinion of of said Treasurer after the Court allowed evidence introduced to prove the charge of $12.038 16/100

indebtedness against him as Respondent in a civil case with interest on demand from July 31. 1869 to January 1. 1868.-

We understand from the commencement of proceedings in all civil cases between citizens of the United States in Turkey interest at U.S. legal rate is payable quarterly in advance

Nor may it please the Sudential Committee to grant the sums advanced in Syria and Boston on the score of authorized salary payment whereof I claim to have been unlawfully withheld from me by the Syria Mission-

I remain as ever

Yours for the Service

William A. Benton

"

(1)

Hartford Conn.
Saturday May 21st 1870

Rev S. B. Treat
Secretary A. B. C. F. M.
Boston, Ms.

My Dear Sir

In our recent interview at Boston, the facts you presented, and the opinion of Dr Anderson indicated that the Prudential Committee could not advise us to resume our residence and life work on Mount Lebanon as missionaries of the Board under existing circumstances.—

We understand that the Committee have approved the fraternal transaction of the Sub-Committee, and of our signatures thereto as former missionaries of the A. B. C. F. M. without a word of objection or qualification. July 21st 1869—

Now in accordance with the Executive Instructions confining "the action of Defendant to Mr Calhoun as Treasurer of the Syria Mission" - on payment of Salary, honor and duty required the agreement to withdraw all my protests and claims against said Treasurer in view of the sums already received in account of Salary from July 31. 1859 to June 29. 1861 —

The account of $12.038 16/100 charged in the petition to enforce compliance of Mr Calhoun advising with his associates in Syria "to continue the payment of authorized salary on demand" I have submitted for the consideration and expected the decision of the Prudential Committee from the past year - Our suit to enforce was commenced and submitted with the understanding that the journal of the Court should contain simply the petition and the denial thereof -

Now we beg respectfully to know whether this denial of Defendant is approved, with regard to the validity and legality of $12.038 16/100 Salary with interest on demand including the sums already received from the treasurer of the Mission in account from July 31. 1859 to the 29th June 1861 in whole, and in part? This denial and the action of defendant to withhold however advising with his associates, contradicts the Executive order from the Committee in positive terms from June 1860 "to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria".—

What the amount of salary and interest at authorized rates for a limited time must be, arithmetic can determine without mistake.

Separation from the Mission

P.S. Agreement in the solution and decision of the Committee will afford us the pleasure of abandoning the subsequent interest on the whole account charged in petition

June 8. 1859 and from the Board
of the Committee Concur June 29. 1860
incorporated the Duly Action and
Pledge of the Committee to the Parties
at trial in instructions which in
the Construction or pretense of the
Defendant and his associates
Constituted no order from the
Missionary House —

Interest is payable quarterly in
advance in all cases between
Citizens of the United States in
Turkey. Amicable adjustment
suggested from the Secretaries
and friendly arbitration proposed
by the Court. Plaintiff accepted
but Defendant declined

Of matters thus fully settled
we desire no vain repetition
but ask the kind solution and
decision of the Prudential Committee

Very Truly Yours
William A. Benton

Rev. W. A. Benton

Hartford, May 21, 1870.

Rec'd May 23.

Rev. N. A. Benton
Tolland Connecticut
May 30. 1870
Rec'd June 1.

Rev S. B. Treat
Secretary A. B. C. F. M.
Boston Ms.

My Dear Sir,

Bound to acquiesce in Dr Anderson's letter to me of June 29. 1861. We gratefully accepted the Executive instructions sent to Rev S. A. Calhoun, about a year after our official separation from the Syria Mission in all the conditions and terms thereof "to continue the payment of Mr Benton's salary" etc

It was our agreement on payment of salary to withdraw all our protests and claims against the Syria Mission. its individual members, etc in accordance with said instructions from the Summer of 1861 —

In view of $1474 $\frac{42}{100}$ already received from Rev S. H. Calhoun Treasurer of the Syria Mission regarded as salary we feel that all our claims for indebtedness against said Treasurer have been fully met in the account appended to the petition from July 31. 1859 to June 29. 1861. - if the Prudential Committee approve - So was our agreement on suggestion of the Committee at the Missionary House in July 21st 1869 -

We gratefully received redemption of the pledge to pay my note to Hon J. A. Johnson of Two hundred pounds Sterling with interest, and advance $500 in Currency asked on the score of $12.038 $\frac{16}{100}$ salary on demand. Payment whereof I aver to have been demanded

and withheld for ten years —

In our recent interview at the Missionary House you stated that the Prudential Committee approve our fraternal transaction of July last — and presented the facts in the letters of Mr Calhoun and others under date of February 26 and March 1. 1870 — The Committee are not responsible for the facts in such letters and lament them — The fault is not all or mainly on the side of Plaintiff in a civil case —

Executive instructions, judicial arbitration, and private agreement must confine all legal obligation "to continue the payment of Mr Benton's salary at the rate of $750 per annum" to the treasurer of the Mission, whoever he may be as I understand the case to the time of

our Executive separation
from the A. B. C. F. M. in Syria.

Of matters thus fully settled
we desire no vain repetition.
The account appended to
the petition in a civil suit
against the only legal Respondent
in Syria is not in his
personal liabilities, but in
his official responsibility
against him in accordance
with instructions. The terms
whereof no mission should
set aside as they seem
to have undertaken in the
past correspondence from
Syria — I ask the revision
and direction of the
Prudential Committee

Very faithfully Yours
William A. Benton

Rev. N. A. Benton

Tolland Conn

June 8. 1870

Rec'd June 10.

Rev R Anderson D.D.

Boston. Mass.

Very dear Sir

In your letter of June 29. 1869 we received the Executive Order, Submitted as Evidence and Allowed in Open Court to prove Claims for indebtedness against Rev S. H Calhoun as treasurer of the Syria Mission. We presented our thanks for this Order in our Executive Separation from the A. B. C. F. M. in Syria.

We ordered special thanks to the Committee for the suggestion to regard as salary the sums already received from Rev S. H Calhoun as treasurer of the Mission on account of salary from July 1859 to June 29. 1861. I have only

Rev. W. A. Benton

a verbal official assurance that the Prudential Committee approve our agreement at Boston of July 21st 1869.

No action of the Prudential Committee has appeared with regard to the account appended to the petition against Revs. H. C. as defendant. The Court allowed the evidence introduced to prove the charge against him as treasurer of the Syria Mission. This account, revised for 1869 I have submitted and desired to accept as final the fraternal decision of the Prudential Committee.

Our desire to resume our residence and missionary labors on Mount Lebanon was indicated in our recent interview with the Secretary of the Board —

In view of the letters received from Mr Calhoun and his associates I know not what ought to be done. Salary and interest are no compensation for such an attitude, such manifestations of opinion, which constitute no part of the ministry of the glad tidings. It is too much, and quite usual for the Mission to misrepresent the facts concerning us. There is a point beyond which forbearance is no longer consistent with honor and duty.

I feel myself constrained to look first of all for our support from the Prudential Committee, and ask the fraternal consultations of other friends for foreign missions. We hear from Philadelphia a report unfavorable to our going back to Syria, and of such a nature as to prevent our

support from the Woman's Board - I understand that this refusal originated from the Missionary House -

Unless otherwise advised I need to consult the Brethren of the General Association of Connecticut on the subject of the Agreement of Parties at trial to submit the case on its merits, without further discussion, &c &c -

And of this necessity, you will please give due notice to your Committee.

With Christian regards to all the Gentlemen at the Missionary House I am ever

Yours in Christian love

William A Benton

Tolland Connecticut
Wednesday June 29. 1870

Revd S. B. Treat
Sec. A. B. C. F. M.
Boston, Ms.

Dear Sir,

If the Prudential Committee approve our agreement of July 21st 1869, and grant the sums already received from Revd S. A. Calhoun Treasurer of the Syria Mission in account of salary expended from July 31 1869 to June 29. 1861, we ought to have due notification thereof.

Our desire you know from our late interview is to resume our residence and labors as missionaries in Mount Lebanon Syria, at the earliest convenient opportunity if the Lord will —

If the Board do not think best as Dr Clark assumes to send us back to Syria, nor intend to resume relations of that character with us, it seems to be our duty to offer ourselves to return to Syria under the direction of a Committee to be appointed by Dutland Conference of Congregational Churches at its next annual meeting of September 1870. I lament the necessity for this transfer of our official connection from the American Board

The account of course remains in the Journal of the U.S. Consular Court at Beirut, Syria,

Very faithfully Yours
William A. Benton

Rev. N. A. Benton,

Tolland, June 29. 1870.

Rec'd June 30.

Hartford, Ct.
Wednesday July 20. 1870

Rev S. B. Treat
Sec. A. B. C. F. M.
Boston, Ms.

My Dear Sir,

It afforded me no pleasure but surprise and regret rather to hear the official communications you have sent to Rev Geo. A. Ovéall of Salcotville under date of the 11th inst, from the Missionary House.

Do the Undenied Committee approve or sanction these papers? and the emphatic sanction and solemn protest from the Missionaries in Beirut?

Do you claim to have said that unless we abandon our convictions of duty to resume our residence and mission in Mount Lebanon. You must publish from the sanction and protest of the Missionaries in Beirut against us?

Hartford, Ct.
Wednesday July 20. 1870

Rev S. B. Treat
Sec. A. B. C. F. M.
Boston, Ms.

My Dear Sir,

It afforded me no pleasure but surprise and regret rather to hear the official communications you have sent to Rev Geo. A. Ovéall of Salcotville under date of the 11th inst, from the Missionary House.

Do the Undersigned Committee approve or sanction these papers? and the emphatic sanction and solemn protest from the Missionaries in Beirut?

Do you claim to have said that unless we abandon our convictions of duty to resume our residence and mission in Mount Lebanon, you must publish from the sanction and protest of the Missionaries in Beirut against us?

the Emphatic Section and to lay
Protest, on reasons unfavorable to
Christian Education for the Druse girls
and to our Services in their regard;
and the Social Accusation that
we cannot be trusted. I must
refer in Her decision to the Executive
Officers of the A. B. C. F. M. —

Do You, Dear Sir, do the Prudential
Committee believe or receive
this Sanction, this Protest, this
accusation?

In view of the Sum already received
from Rev S. H. Calhoun, Secretary
of the Syria Mission, regarded as
Salary in account from July 1859
to June 1861, — of £200 (Two hundred
Pounds Sterling) advanced by the
Hon J. A. Johnson, U. S. Consul
General in Beirut — and $500
in Currency asked on the

Score of authorized Salary &c
(and dought we to feel?) What
is the pleasure of the Board? –
Of Course, all Missionaries
may think, write and act as
they please.
Is it our agreement that we
ought not to return to Syria as
Missionaries under your direction
at any time within ten years
without Consent in writing of
the Board? Our appeal is
to the kind decision or sanction
not of the Missionaries in Beirut
but of the Prudential Committee
Very truly Yours
William A. Benton

Rev. H. A. Benton.
Hartford, July 20. 1870.
Rec'd July 21.

Rev. W. A. Benton.

Tolland, Connecticut

August 4. 1870

Rec'd Aug. 10.

Rev S. B. Treat

Sec. A. B. C. F. M.

Boston. Ms.

My dear Sir,

The account appended to the petition against Rev S. A. Calhoun with interest on demand. January 1868 I have submitted from July last for a fraternal decision of the Prudential Committee in a civil case.

Nor in all civil cases between citizens of the United States who travel or dwell in Turkey from commencement of proceedings. Interest at U. S legal rate is payable quarterly in advance.

That it was the expressed desire

of Mr Calhoun, and my consequent agreement to submit the case on its merits. Without introduction of irrelevant matter, without further discussion etc. You can have no doubt; nor that Mr C. was unwilling to pay to me authorized salary or other allowance on demand without the express direction of the Mission.

After our executive separation from the Syria Mission June 8. 1859 and from the A.B.C.F.M June 29. 1861, do the Prud. Committee concurring fully with the Mission in opinion agree that in the sums of $1474 $\frac{42}{100}$ already received from Rev S. H. Calhoun Treasurer, we should feel that all our claims

against said Treasurer have been fully met?, Mr C, claims to have paid the sums in question for Charities. I am ready to allow them as salary in accounts from July 31. 1859 to June 29. 1861 if the Committee approve:- or of 1869. -

It is our agreement from the Summer of 1861 on payment of salary to withdraw all our protests and claims against the Treasurer of the Mission etc. and from February 1869 to submit the case.

1868.	Amount	submitted		$12.038.16
"	Interest	for	1868 -	1510.88
"	Salary	for	1869 -	750
1869.	Amount	do	do	$14,299.04
"	Interest	do	do -	1.794 84
"	Salary	do	1870.	750.
1870	Amount	do	do	$16.843. 88/100
	Interest	do	do	

If the Committee assume over agreement, the denial of the answer Mr C has filed in the Journal of the Court must go for nothing - or be irrelevant. The only checks to an action so unlawful are the civil penalties indicated by interest. etc

So it is evident in the view of the Treasurer of the Board that the Committee held us to our agreement, advised not to think any intentional or actual injury has been done by any one. Interest is the legal measure of the intended evil -

Very truly Yours

William A. Benton

Tolland Conn, Aug 13th 1870

Honored & Rev Sir —

Our friend the Rev. Mr Pratt was so kind as to read the letter to my husband & myself which you wrote to him about us. We regret that you do not wish to see us at the Missionary house & that you seem so reluctant to allow us any investigation or consultation with the P. Committee & a friend or two on our side. If Dr Clarke is not able to attend to it, & you are too busy — could not our

friends Dr Anderson & Mr Hardy on the part of the Committee kindly meet us, somewhere else than in the Missionary house, that we might make this subject whatever it is, a "matter of fraternal prayer & consultation, & prayer & investigation that we may bury those difficulties deep in the earth"

If the discharge of our own personal responsibilities to Christ, the performance of our own proper missionary work on Mt Lebanon for a long series of years has been a trouble to the missions or the Committee, we are not to blame

We have nothing to conceal we have endeavored

with all faithfulness & fidelity
to serve the Mission & the Board
& the great Head of all Missions
& Boards to the best of our ability
acknowledging our shortcomings
& ready to be convinced of our
faults & to return to labor
for twenty years more on the
dark mountains of Lebanon
if the Lord permit

With kindest love to all
at the Missionary House
your affec Sister in Jesus
L. G. Benton

Mrs. L. G. Benton

Tolland, Aug. 13. 1870.

Rec'd Aug. 20.

Tolland. Conn
August 19. 1870

Rev N. G. Clark D.D.
Sec A. B. C. F. M. Boston Mass

My dear Sir

Separated from the A. B. C. F. M. we rejoiced in the instructions from the Prudential Committee, and official authorization to Rev S. H. Calhoun "to continue the payment of Mr Benton's salary until his departure from Syria".

An agreement that all our pecuniary claims have been met, you seem to have assumed in your note to me of the 17th inst received from yesterday date that we have formally released the American Board the Syria Mission and its treasurer, of all pecuniary obligation to us in any form whatever -

We are ready to agree of

Course that instructions should confine all pecuniary obligation to continue the payment of authorized salary on demand in that personal relation which ought always to subsist between Missionaries as citizens of the United States -

Instructed to continue, the Treasurer of the Mission, and its individual members could have no authority of the Board to withhold "the payment" of authorized salary on demand from June 1861 -

You presume on our readiness to agree that instructions must confine all pecuniary obligation on the subject to the defendant in a civil case if it must be, instituted in the necessary forms for the prosecution.

The Prudential Committee

Where our representation early in 1868 that Rev S. H. Calhoun is indebted to us $12.038 16/100; and that according to the best of my knowledge this account is true.

Of what relevancy they or you may regard the sums already received from the treasurer of the Syria Mission and the American Board, to the truth of this account I am not informed —

Do you believe my dear Sir that our honorable receipt of July 1869 is a complete discharge for the account appended to the petition of $12 038 16/100 from Jan 1868 or that of $16,843 88/100 salary on demand from Dec 31. 1869?

Do you think that our pretended transaction of Feb 21. 1869 is a formal release of all pecuniary

obligation against the Syria Mission and its Treasurer. If you believe so we might to know what the Prudential Committee may direct on the subject —

Assumption is no evidence of what is assumed unless it be self evident. This one thing to feel that all pecuniary claims have been met, this another to agree that they have all been fully paid — or even paid at all in any form whatever —

This needless to express sensible and regret at the assumption of the Syria Mission and its Treasurer, and of the honorable Secretaries and Treasurer of the A.B.C.F.M. on the subject.

Very faithfully yours
William A. Benton

H. A. Benton

Tolland Conn
August 20th 1870

Rev N. G. Clark D.D. Rec'd Aug. 22
Sec A. B. C. F. M. Boston Mass

My Dear Sir,

The Prudential Committee approve the assumptions of the Syria Mission and its Treasurer at his own responsibility to deny the validity and legality of the account in whole and in part appended to the petition against Rev S. F. Calhoun Treasurer of said Mission. At least the Treasurer informed me in June 1868 that Dr Clark in a recent letter approved his action -

Inasmuch as the Prudential Committee

approve our fraternal transaction of July 21st 1869 the sums already received from said Treasurer in account of authorized salary from July 1859 to June 1861 due to me as a missionary of the A.B.C.F.M. Why ought our connection with the Board to have been executively dissolved June 29. 1861? That we were separated from the Board in that month, we have readily acknowledged, and released the American Board the Syria Mission and its Treasurer from all pecuniary obligation to us in any form whatever —

Instructions no mission should set aside authorized the action, expressed the duty and declared the obligation

of the Mission Treasurer advising with his associates and him alone "to continue the payment of Mr Benton's Salary Etc and confined the matter to his personal or official responsibility.

Confined as closely as may be to the averments and denials of the statement and answer which shall not be altered after filing except on leave granted in open Court. The parties at trial of course are citizens of the United States even if we were separated from the A. B. C. F. M.

On the strength of instructions the parties disagree. In the assumption of the defendant instructions constituted no order "to continue the payment of Mr Benton's Salary" —

The Court allowed instructions introduced as Evidence to prove the account of $12.038 $\frac{16}{100}$ Salary against defendant as Treasurer of the Sioux Mission - And stated that the agreement to submit the Case to Court would be practically equivalent or amount to a withdrawal or abandonment of the claim. And interest is payable quarterly in advance at the legal rate -

On reservation of the Evidence I must claim interest on the account for 1868 and 1869 - Equally with Salary in estimate for 1870 or "until the Treasurer should receive further instructions from the Committee on the subject" The Board will excuse all their pledges. And fraternally oblige

Very Faithfully Yours
William A. Benton

For the Prudential Committee

Whereas the Secretary of Foreign Correspondence represents that we have formally released the American Board, the Syria Mission, and its Treasurer of all pecuniary obligations in any form whatever, and have presented the accounts appended to the petition against Rev. J. A. Calhoun privately instructed and officially authorized to continue the payment of Mr Benton's salary at the rate of $750 per annum until our departure from Syria

On payment of salary from June 1861 it is our agreement to withdraw all our protests and claims against the Treasurer of the Mission in accordance with his private instructions from the Committee on the subject

M. A. B.

For the Executive Committee

Moved the Secretary of Foreign Correspondence, Salvadora Flores be have formally welcomed the American Board, the Foreign Mission, and to express to Rev. Dr. Anderson, Rev. Mr. Greene, Rev. Mr. Pratt, Rev. Mr. Dwight, Rev. Mr. Goodell, Rev. Mr. Bird, Rev. Mr. Dodge, Rev. Mr. Robinson, Rev. Mr. Hamlin, Rev. Mr. Fisk, Rev. Mr. Schauffler, Rev. Mr. Hallock, Rev. Mr. Bliss

N. A. Bowen

In compliance with the expressed desire of Mr Calhoun to have the case on its merits in other Court the U. S. Consul General stated that this agreement would practically amount to a withdrawal or abandonment of this claim against Mr Calhoun - I am now ready to withdraw or abandon this claim of Christian humanity against Mr Calhoun if it would be a calamity or infliction to enforce "the payment" of authorized salary on demand after her return to Mount Lebanon -

Salary is due on demand in that peculiar relation which ought always to subsist between Citizens of the United States as Missionaries of the A B C F M in accordance with further instructions from the Committee on the Subject -

W. A. B

Syrian Corr. Aug. 22, 1870

N. A. Benton

Tolland Aug. 20. 1870.

Rec'd Aug. 22

For the Missionary House
33 Pemberton Square
Boston, Mass.

Whereas the Prudential Committee "have no more Funds to make to Syria, nor the Treasurer of the Syria Mission on account of the Board; and in the Constitution of that Mission "have so positively forbidden them to make provision for our support in Syria" —

Now therefore May it please the American Board of Commissioners for Foreign Missions to allow our Petition in the Journal of the Court at Beirut, Syria Early in 1868 to enforce "the payment of Mr Benton's Salary at the rate of $750 per annum until our departure from Syria" to spend the residue of my life in our native land. —

The account according to the best of my knowledge is true — in the relation of the Parties at trial as Citizens of the United States —

Tolland Conn W. A. B —
Aug. 1870 —

Mr. Jno. Wanamaker Hotel
53 Hamilton Square
Boston, Mass.

Mr. Wanamaker

"Have no time for any research to discover the date and author of the Declaration of the Office Seeker Principle. On reconsidering the Court's decision that no Constitutional or Statutory Provision "Forbids Appointing Officers Known to be Partisans of the Party Defeated Therein."

Yours Truly
Chas. J. Bonaparte

Mr. Wanamaker's Hotel
Philadelphia
Aug. 18, 1890

Rev S. McCalhoun

To William A. Benton Dr

1870.	Salary & Interest,	$	cts
January.	Amount from Dec 31. 69.		
	Interest 1st Quarter -		
April	Amount do -	-	
	Interest 2nd do -	-	
July	Amount do -	-	
	Interest 3d do -	-	
October	Amount do -	-	
	Interest 4th do -	-	
1871 -	Amount -		

Tolland Conn
August 23d 1870

Rev N. G. Clark D.D.
Foreign Sec A.B.C.F.M.
Boston, Ms.

Very Dear Sir,

Our most cordial thanks are due to the Prudential Committee for instructions sufficient to meet all the claims of common justice and Christian Humanity on the subject of a salary payment whereof I claim to have been unlawfully withheld from me by the Syria Mission.

I understand that the Committee would not think it wise in any way to countenance this claim.

Our most cordial thanks are due also to the Sub. Committee of July 21st 1869 for the suggestion that I have already received

might be regarded as salary in view whereof we feel that all our claims against the A.B.C.F.M. Syria Mission and its Treasurer have been fully met; and for the payment of my note to Hon. J. Johnson U S Consul General, Beirut, Syria; and $500 in currency, asked on the score of $12.03 8/100 salary, appended to the petition of January 1868: or $16.843 88/100 on demand Dec 31. 1869.

Hitherto I have seen no grant of salary expended in account from the time of our executive separation from the Syria Mission June 8. 1859 - Submitted for the fraternal decision of the Prudential Committee -

A supplication for the payment of my salary, asked by the Syria Mission, appeared in the allowances for the year 1859 and estimates for the year 1860 - The balance

against me is noted in the carefully drawn and complete agreement of the Sub Committee, over our signature of July 20th 1869 without a word of objection or qualification -

This agreement I call our receipt and you call it our release or discharge for all pecuniary obligation against the American Board, the Syria Mission and its Treasurer; "in that peculiar relation which ought always to subsist", in the Resolutions of Feb. 1. 1859 between the Parties at trial, Missionaries of the A.B.C.F.M. as Citizens of the United States -

Now if this relation ought always to subsist - we must feel that all our claims have been fully met our connection with the Committee may be still unbroken, and our connection with the Board may depend as formerly upon our

relation to the Syria Mission.

Of course the Syria Mission includes the Treasurer, and his action; and "the Mission will make provision for our necessities in accordance with the terms of the above Resolution"; and Instructions sufficient to meet all the Claims of common justice in our Executive Separation from the Mission and the Board — "At any rate you will have all the needful funds" — do you think that the American Board have any right in any form whatever to oppose our return to Mount Lebanon? Oh hard indeed we pray God and entreat the P. Committee for a fraternal settlement of the account in the Journal of the Court proved against defendant as Treasurer of the Syria Mission —

Very respectfully yours.

William A. Benton

Tolland Conn
August 23. 1870

W. A. Burlee

Rev N. G. Clark D.D.
Foreign Sec. A.B.C.F.M
Boston, Ms.

My Dear Sir.

Approval or Concurrence in the denial of the validity and legality of the account appended to the petition filed in the journal of the United States Consular Court at Beirut, Syria, as well as the action of the treasurer of the Syria Mission to withhold the payment of authorized salary on demand. I have protested from June 25th 1861 as a missionary of the A.B.C.F.M.

The Prudential Committee not knowing what more they can do to continue

the payment of my salary
as to support us in Syria
have fully concurred with
the Syria Mission in the opinion
that our connection with the
Board ought to be and is
accordingly dissolved—

The concurrence of the Committee
in the opinion and action of
Mr Calhoun and his associates
on the subject of our salary
may be excepted from the
denial of Rev S. H. Calhoun
treasurer of the Mission filed
in the journal of the Court
and from the scope and
intention of the protest of 1861

The concurrence of the Mission
the Secretaries and the treasurer
of the A. B. C. F. M. in the
action of an individual under
private and official instructions

from the Prudential Committee on the Subject. Whether it is right or wrong seems to have supported the defendant in the denials of his answer filed on oath in the Journal of the Court.

Parties at trial should be confined closely as may be to the averments and denials of the Statement and answer, &c

The Statement of the Court was judicial in the case instituted in the necessary forms for the prosecution of an individual under instructions "to continue the payment" of a stipulated salary on demand —

"All parties should feel that they are discharging only their own personal obligations that they are performing only their own appropriate duties" —

Mission. Missionaries Treasurers Secretaries and Committees must think, speak, write, resolve and decide just as they please -

If we "have released the American Board. The Syria Mission and its treasurer of all pecuniary obligation to us in any form whatever" the Court of the U.S. Consulate General on my firm adherence to the petition may require Evidence beyond the payment of my note - for the means of paying our expenses & passages to this Country at the invitation of the Prudential Committee

Will our receipt of Charities and Gratuities to the amount of thousands of dollars be regarded as a finality?

Very respectfully Yours

William A. Benton

Rev. W. A. Benton.

Tolland Connecticut
August 1870.

Prudential Committee
A. B. C. F. M. Boston Mass.

Rec'd Aug. 29.
Ans'd

Honored and dear Brethren,

Since our interview with Sec. Treat at the Missionary House in April last the Secretaries and Treasurer have appeared reluctant to pay to us our claims of common justice in account of salary and interest on demands.

Now Dr Clark assumes from the 17th instant that we "have released the American Board, the Syria Mission, and its Treasurer of all pecuniary obligation in any form whatever" do the Secretaries and Treasurer believe what they say? Do the Prudential Committee approve our agreement in open court

to submit the case on its merits without further discussion; etc

On suit to enforce the payment, interest is payable in all cases where Citizens of the United States who travel or dwell in Turkey at U.S. legal rate quarterly in advance - Arbitration was judicial and examination of the claim was final early in 1868. -

In view of instructions from the Prudential Committee on the subject - the treasurer of the Mission has always felt that the matter was substantially left to his own responsibility and that of the Mission. His construction accords entirely with the facts and views of the Missionaries in Syria, and the assumptions of the Treasurer and Secretaries of the Board unless they prove it -

In view of the thousands

of dollars already received from
Rev S. A. Calhoun and L. S. Ward Esq.
Treasurers, regarded as salary: we
feel that all our claims against
the Treasurer of the Syria Mission
have been fully met in accordance
with instructions from the Committee
on the subject; and with our
agreement from the Summer of
1861 on payment of salary
to withdraw all our protest
and claims against said
Treasurer. "We feel so provided
that the Prudential Committee
allow the sums paid for charities
and gratuities to be appropriated
paid, advanced, received, and
expended for "the payment of
Mr Beaton's salary" expended
or received as salary, no sum
was paid or advanced by either
Treasurer "to continue the payment"
thereof so far forth as we know.-

Our Cordial thanks are due for the order. We lament the necessity to enter suit against the individual "privately instructed to continue the payment" — for enforcement of all that the claims of common justice ---- demanded.

I have sent a blank form for the account with interest for the present year on demand from October 1st, inasmuch as interest is payable quarterly in advance —

If the Prudential Committee please to grant at salary the sums already received from both treasurers, and allow us to resume our residence and mission to Mount Lebanon, the treasurer would "continue the payment of salary" at the order of the Board —

Yours in Christian love

William A. Benton

We did not agree with the Board
Egypt not to return to Syria at
any time within ten years
of date without leave in writing
of the Board. This condition was
destroyed in the original in view
of a telegram from Rev. H. Calhoun
and I returned immediately to
Beirut, to secure the means of paying
our passages and expenses to the
United States

4) "What matters are fully settled?
Matters of Salary and interest we have
submitted in the case on documents
to the Court. And presented the account
for fraternal decision and settlement
The arbitration of the Court was judicial
and final - How did or can we
release the American Board, the
Syria Mission, and its successor
of all pecuniary obligation on
this subject of "Salary"? Will Dr C
explain or prove this release -

Rev. F. G. Clark. D.D. W. A. B.

Whereas it is assumed that the Prudential Committee hold us to our agreement and desire us to avoid the vain repetition of matters thus fully settled

I. What is our agreement? and

II What matters are fully settled?

(1) We cordially acquiesce in the action and order of June 29, 1861.

(2) We cordially agree from the Summer of 1861 on pay ment of authorized salary to withdraw all our protests and claims against the treasury of the Syria Mission — and submit the case on its merits from February 1868 — and engage to accept as final the decision of the Board; and in any settlement allow the payment of my note to Hon. J. A. Johnson, U.S. Consul General at Beirut, Syria, to be placed at this debit in the account.

Explain a more intimate

Rev. J. G. Clark D.D.

W. Arms

N. A. Benton

Rec'd Aug. 29. 1870

Tolland Conn
September 1. 1870

My dear Sir.

I thank you for your communication of the 29th ult; received from yesterday's date.

The payment of our "Salary ceased when we ceased to be connected with the Board in 1861. The private instructions... related not to salary but to a certain charitable allowance" etc, as you intimate.

In Dr Anderson's letter to me of June 29. 1861 we read that "the Treasurer of the Mission was privately instructed to continue the payment of Mr Benton's Salary" etc. In our receipt of July 1861 regarded as Salary we feel that our claims against said Treasurer have been fully met on the subject of Salary from July 1859 to June 29. 1861 if the Committee

approve the transaction; whatever the funds instructions authorized Mr Calhoun to advance at his responsibility from the commencement of 1860 on account of the Board.

Inasmuch as ~~Salary~~ Instructions related not to salary but to a certain charitable allowance to be made us in case we were suffering for the necessaries of life", it was perhaps revoked when the treasurer should receive farther instructions from the Committee on the subject.

Reduced to a civil case, the court allowed the instructions introduced as evidence to prove the account of $12,038 16/100 Salary with interest against the defendant as treasurer of the Syria Mission early in 1868. The parties at trial should be confined as closely as may be to

the averments and denials
of the Statement and Answer which
shall not be altered after filing
except on leave granted in open
Court. On this rule of the Court
interest at U.S. legal rate is
payable quarterly in advance
Now we have yielded without
objection or qualification to the
executive action and instructions
of the Prudential Committee with
the understanding that the journal
of the Court should contain simply
the petition and the denial thereof
As the Prudential Committee hold
us to our agreement on payment
of salary to withdraw all our
protests and claims against
the treasurer of the Mission
its individual members
from the Summer of 1861
in accordance with official

Instructions. And you say that those instructions were revoked after certain conduct on our part which it is unnecessary to recall, I have presented the account on oath and file - on the principle that "an oath for confirmation is to them an end of all strife" -

The account was revised in part if the Prudential Committee approve the sums already received from the treasury as salary expended in account from July 1859 to June 1861. And our conduct, I suppose should be "to submit to every ordinance of man for the Lord's sake, whether it be to the King as supreme, etc

In view of or against the remonstrance of the Syria Mission what will the Lord have us to do?

Rec'd by Clark D.D. for Sec. A.B.C.F.M. Boston, Mass.

Very faithfully Yours
William A. Benton

Tolland Conn
September 1, 1870

My Dear Sir

In the explanation you have given to the private instructions. It is evident that "the Treasurer should receive farther instructions from the Prudential Committee on the subject" of my Salary & payment thereof, demanded and withheld in Syria ceased when our connection with the Board ceased in 1861 —

On this subject — Suit to enforce the payment of Mr B's Salary was entered against Rev S. H. Calhoun, Treasurer of the Syria Mission early in 1868 — In compliance with the expressed desire of said Treasurer it was

our duty to acquiesce and agree that the case should be submitted on its merits for consular decision. Interest at U.S. legal rate in all civil cases between citizens of the United States in Turkey is payable quarterly in advance.

Anxious for any amicable adjustment or friendly arbitration, now I have presented the account appended to the petition for fraternal settlement. We must agree to accept as final the decision of the Board or Prudential Committee with regard to all our claims against the Board or its Agents. In view of sums already received from the Treasurer of the Syria Mission

Regarded as Salary at the kind suggestion of your Committee you know we should feel that all our claims for indebtedness against said Treasurer have been fully met on the subject in account of Salary from July 1859 to June 1861

At whose responsibility was the payment of authorized Salary on demand from June 1861 withheld? and validity and legality of the account denied in open court in whole and in part from July 1859 to the end thereof?

The treasurer of the Mission has always felt that the matter was substantially left to his own responsibility and that of the Mission. So we think and ask the Prudential Committee to grant an advance of $500 on the score of a Salary payment

whereof I claim to have been unlawfully withheld from me by the Syria Mission.

On agreement in open court I think the remonstrance of the Syria Mission must be irrelevant whenever we shall think or consider the question of our duty to resume our residence and life mission upon the goodly Mountain Lebanon.

Now therefore may it please the Committee to grant as salary the sums already received from Mr Calhoun, and $500 from the treasurer of the Board on the score of the account for December 31. 1869 and allow us $750 in estimate for 1870.

Very respectfully yours
William A Benton

Recd. of Clark & Co.
For Sec. A.B.C.F.M.
Boston, Mass —

No 3.

Tolland Conn
September 3.d 1870

My Dear Sir,

Inasmuch as private instructions to Rev S. H. Calhoun in the Minute of June 1860 related not to Salary, farther instructions were necessary on the subject.

Our duty is to acquiesce and agree if you will in our official separation from the Board that fraternal connection with the Prudential Committee is still unbroken.

Now the Syria Mission think the account I have proved against Rev S. H. Calhoun as Treasurer of the Syria Mission is against the legal personality of the A. B. C. F. M. in Syria.

In the consultations of the Mission farther instruc-

tions Constituted no order of the Board to continue the payment of Mr Benton's Salary -

The Court allowed instructions introduced as Evidence to prove the Charge for indebtedness against Mr Calhoun as Treasurer of the Syria Mission for $12.038 16/100 Salary with interest on demand -

The Court stated that this agreement of the Parties at trial would be equivalent or amount to a withdrawal or abandonment of the claim, and the decision was in favor of the Defendant in his personal liabilities -

Separated from the Board entire concurrence of the Prudential Committee with the Syria Mission in Opinion that our Connection with the Board ought to be

dissolved in 1861 could never alter the understanding & contract that the appointment designation salary and release of Missionaries of the Board in a foreign country should be at the exclusive direction of the Prudential Committee

Whereas agreement must amount to a withdrawal or abandonment of the claim against Mr Calhoun for $750 salary the present year May it please the Prudential Committee to grant this sum as a charitable allowance to us for the necessaries of life in 1870.

Ought we never to think or consider the question of our duty or privilege to resume our residence and service for Christ in Mount Lebanon?

Will not the claims of

Common justice for salary and interest withheld from 1859 to 1869 suffice in a civil case? Ought not the claims of interest to invalidate or terminate the denials of the answers which the trustees of the Mission appeared to file on oath in the journal of the Court?

Whereas the Prudential Committee hold us to our agreement, ought we not to feel in the sums already received from said Treasurer, regarded as salary in account from July 1859 to June 1861 that all our claims against him have been fully met to the time of our executive separation from the Board? And interest for 1870 may be payable October 1st unless the case submitted to the Court and the petition should be withdrawn.

Respectfully Yours
William A. Benton

Recd. G. Clark Esq.
For Sec. A.B.C.F.M.
Boston, Ms.

Tolland Sept 9. 1870

My dear Sir

We know that payment of our Salary ceased in 1861 under official instructions from the Prudential Committee on the subject to Rev S. H. C. in November 1860 and to myself in Dr Anderson's letter of June 29. 1861 - Instructions, in the opinion of Mr C. constituted no order of the Board -

Now you know how "the treasurer of the Mission has always felt that the matter was substantially left to his own responsibility" Our Salary ceased I suppose at the official responsibility of said treasurer under private instructions, and him alone -

Will the Board never think or consider the question of consenting in leading to our return to Virginia? Shall this

subject have the consideration of the Annual Meeting of the Board in October next at Brooklyn, N. York? - Shall the Board never think or consider the question of our return to reside and labor upon Mount Lebanon against the remonstrance of the Syria Mission?

If our salary ceased in 1861 or whose responsibility was the payment thereof withheld on demand from June 25th 1861? -

I think payment was withheld at the official responsibility of the Mission Treasurer under positive instructions to continue the payment thereof - as filed in journal of the Court.

Very Respectfully Yours
William A. Benton

Rev N. G. Clark D.D.
Sec. A.B.C.F.M.
Boston Mass

Tolland Conn
September 10. 1870

Rev N. G. Clark. D.D.
For Sec A. B. C. F. M.
Boston, Ms.

My Dear Sir,

In accordance with the order in Dr Anderson's letter to me of June 29. 1861. if it may please the Prudential Committee we ought to fail in the sums already received from the Rev S. H. Calhoun Treasurer of the Syria Mission that our claims for indebtedness against said Treasurer have been fully met on the subject of our account from July 31. 1859 to June 1861. —

In judicial action of the United States Consular Court at Beirut, Syria, early in 1868 agreement of the parties at trial must be equivalent or at least practically amount to a

withdrawal or abandonment of the claim for indebtedness against Mr Calhoun as privately instructed, and officially authorized on the subject of this necessary correspondence.

Discriminate as we may, the private, and farther instructions from the Committee to Revd. H. C. and myself confined all the obligation or indebtedness to pay to me authorized salary or demand in our civil relations as citizens of the United States to the treasurer of the Syria Mission, advising, &c

Introduced as evidence in demonstration of the account, the Court allowed said instructions to prove the account against Mr Calhoun as treasurer of the Mission. Of course all parties must acquiesce in the conclusion of the Prudential

Committee that our connection with the A.B.C.F.M in Syria ought to be and is accordingly dissolved from the Summer of 1861 –

Compliance with the expressed desire of the defendant in open Court was necessary and expedient to submit the case on its merits without introduction of irrelevant matters, without further discussion,

Confined as closely as may be to the averments and denials of the statement and the answer, in the necessary forms for the prosecution. The Court must be exclusive judge between the parties at trial for enforcement of Executive order "to continue the payment of Mr Benton's salary" on demand from 1859.

Of what relevancy are the denials of the answer if the Prudential Committee please

to revise the action of the Mission and grant as Salary the sums already received from the Treasurer of the Mission in account with me as a Missionary of the Board from July 1859 to June 29. 1861? And you will have the goodness to explain why "Salary ceased when we ceased to be connected with the Board in 1861"? "Why shall you" never think or consider the question of sending us back to Syria against the remonstrance of the Syria Mission"? Shall the remonstrance of the mission prevent the consent in writing of the Board, for our return to Mount Lebanon within ten years from our departure? Will the Prudential Committee revise?

Very Respectfully Yours
William A. Benton.

Appeal to the Prudential Committee

Whereas the attitude of the honored Secretaries and Treasurer A.B.C.F.M. accords so entirely with the official action of the Rev. J. H. Calhoun, advising with his associates as Treasurer of the Syria Mission to set aside instructions of the Prudential Committee on the subject, and deny the validity and legality of the account in whole and in part of a salary payment whereof I claim to have been unlawfully withheld from me by the Syria Mission;

Whereas the Treasurer of said Mission never would come into agreement with us and the Prudential Committee on the subject, but into suit to enforce the order of the Board on the subject of such payment, and submit the case on its merits declining amicable adjustment and friendly arbitration proposed in the

Name and Authority of the United States Government:

Whereas it is our agreement from the Summer of 1861 on the payment of Salary to withdraw all our protests and claims against said Treasury in accordance with his private instructions; (which related not to Salary, and were revoked) And

Whereas Dr Clark states that Salary ceased when we ceased to be connected with the Board in 1861; —

Now therefore may it please the Prudential Committee to revise, grant, and "continue the payment of Mr Benton's Salary so long demanded and withheld from me by the Syria Mission.

Very respectfully submitted

William A. Benton

Tolland, Conn

September 1870 —

Tolland Connecticut
September 15. 1870

Rev N. G. Clark D.D.
For. Sec. A.B.C.F.M.
Boston, Ms.

Separated from the Syria Mission June 8. 1859 and from the A.B.C.F.M. June 29. 1861. We rejoiced to receive in official notice of our separation instructions from the Prudential Committee to continue the payment of Mr Benton's salary. You intimate that the private instructions related not to salary but to a certain charitable allowance to be made us in case we were suffering for the necessaries of life. But other instructions authorized Rev S. H. Calhoun Treasurer of the Mission to continue the payment of "salary" which I claim to have been demanded and withheld from June 1861 —

Will the Prudential Committee

Please to countenance this claim and grant on demand $500 asked on the score of $12038 16/100 Salary with interest from April 1864 and relieve us of this necessity for the prosecution of Rev. H Calhoun Treasurer of the Syria Mission?

Unless with Consent in writing of the Board; it was a condition of Agreement in the Pres. Consulate General. Egypt that we would not return to Syria within ten years - do the Committee desire and hold us to our agreement?

Will the Board Consent in writing that we may return to our residence and labors in Syria at the next annual meeting?

Very Respectfully Yours
William R Benton

Tolland. Conn.
September 20. 1870

Rev N. G. Clark. D.D.
Cor. Sec A.B.C.F.M.
Boston, Ms,

My dear Sir

The Account Appended to the petition, and Evidence in demonstration thereof against Rev S. H. Calhoun Treasurer of the Syria Mission, and him alone I have presented to enforce the payment of Authorized Salary on demand from January last; - or to withdraw our protest and Claim against said Treasurer on payment thereof -

Of what Consideration or relevancy to the validity and legality of this Account. the Action or demonstrance of

the Syria Mission. and the denial of the Treasurer may be. the Court may determine. On the Subject our practical Agreement is that salary and interest on demand are "Matters thus fully settled".

In the Opinion of the Court it involves a Contradiction on the subject to make an advance of $500 on the score of a salary payment whereof I claim to have been unlawfully withheld from me by the Syria Mission.

Our agreement of July 21. 1869 accords with official instructions from the Prudential Committee and our agreement from the Summer of 1861, and from February 1868 to submit the case on its merits in that peculiar relation which ought always to subsist between Missionaries & the Board. as it

was intimated in the resolutions of February 1. 1859 and of July following in the same year -

The Court allowed that instructions introduced as evidence proved the charge for indebtedness against defendant as Treasurer of the Syria Mission. And on agreement to submit the case on its merits at the express desire of said Treasurer the Court stated that agreement would be equivalent or practically amount to a withdrawal and abandonment of the claim against him

In our Executive separation from the Board as their missionaries Venit was entered early in 1860 in that peculiar relation of plaintiff and defendant as citizens of the United States; and defendant declined amicable adjustment and friendly arbitration proposed

in the Name and Authority of the United States Government,

Now therefore under agreement to accept as final the decision of the Board with regard to all our Claims against the Board, and its Agents. We earnestly desire and respectfully ask the Prudential Committee to grant as Salary the sums already received from the Treasurer of the Syria Mission if they think that we should feel all our Claims for indebtedness against him have been fully met. On the subject of the account from July 31. 1859 to June 29. 1861 :- and $500 on the score of $1h. 843.68/100 Salary. Payment whereof has been demanded and withheld in violation of Citizens of the United States.-

Very Respectfully Your
William A. Benton-

H. A. Burton.

Tolland. Conn.

Wednesday Sept. 21. 1870

Rec'd Sept. 23.

My Dear Sir.

The account of "Salary at the rate of $750 per annum" in the relation of Plaintiff & Defendant as Citizens of the United States & find amounts to the sum of $20.298 91/100 from July 31. 1859 to December 31. 1870

This indicates all that the claims of common justice and Christian Humanity demanded in the Executive order incorporated in the official action of the Committee to separate us from the Board as its missionaries June 1861 -

The suit to enforce the payment of authorized salary on demand was entered in that peculiar relation of Plaintiff and Defendant which ought always to subsist between friends &

the same self governing community as intimated in the resolutions of February 1. 1859. and of July 30. 1859. Instructions prove the charge for indebtedness against the defendant as said treasurer - and him alone. or the A.B.C.F.M -

The Syria Mission and its treasurer the Secretaries and treasurer of the Board and the Prudential Committee I suppose can be no party at trial in the case. But said treasurer advising with his associates under instructions to continue can have no authority of this Board to withhold "the payment of Mr Benton's salary in Syria on demand from the summer of 1861.

Our cordial thanks are due to the Prudential Committee for instructing the obligation whereof the defendant as a citizen could. but no mission should set aside to continue the payment of Mr Benton's salary &c

and for the suggestion of our lamented brother and friend Jno L. Child to regard as salary the sums already received from the treasurer of the Syria Mission in account from July 31. 1859 to June 29. 1861 as a missionary of the Board. And for that all our claims against said treasurer have been fully met on this subject for a limited time

How you or the treasurer can assume practically that we have released the American Board, the Syria Mission and its treasurer of all pecuniary obligation in any form whatever we understand not. It is certainly "the understanding that the journal of the Court should contain simply the petition and the denial thereof"

On suit entered to enforce

"The payment of Mr Benton's Salary"
interest is payable at U. S legal rate
in Turkey unless the order in
relation of June 29. 1861 shall be
revised or has been countermanded

That payment of Salary between
plaintiff and defendant has been
demanded and withheld on demand
in Syria from July 31. 1859 to Dec 31. 1870
I am obliged to aver, and submit
the account for January 1. 1871 in
the relation of Citizens of the United
States. Against the remonstrance of
the Syria Mission. It is possible however
that "we shall never think or
consider the question of resuming
former relations as missionaries
at the direction of the Prudential
Committee

Very fraternally Yours
William A. Benton

Rev N. G. Clark D.D.
Sec. A.B.C.F.M.
Boston, Mass.

Treasurer of the Syria Mission
To William A. Benton Dr.

1870.	Salary & Interest -	Dollars	s.	cts
1868	To Amount Jan 1868 --	12	038	16
"	- Interest in do	1	510	87
"	Salary do 1869		750	
1869	Amount do do	14	299	03
"	Interest do do	1	794	65
"	Salary do 1870		750	
1870	Amount do do	16	843	68
	Interest &c.			

Respectfully Submitted
William A. Benton

L. S. Ward Esquire
Treasurer A.B.C.F.M.
Boston, Ms. -

Tolland. Conn Sept. 1870 -

Amount —	16.	843.	68
Interest 1st Quarter		505	31
Amount do -	17	348	99
Interest 2nd do -		520	46
Amount do -	17	869	45
Interest 3d do -		536	08
Amount do -	18,	405	53
Interest &c -			

Interest is claimed for neglect of and action against the honor and duty of a Missionary of the Board in withholding the payment of authorized salary on demand from June 1861 until the treasury should receive further instructions as the claims of common justice demanded

W. A. B.

as a consequence

W. A. Buckingham
New Haven Conn
October 14. 1870

Rev N. G. Clark D.D.
Cor. Sec A. B. C. F. M.
Boston, Ms.

My Dear Brother,

If it may please the Prudential Committee, we are assured that instructions in Dr Anderson's letter to me of June 29. 1861 guarantee the payment of Mr Benton's Salary on demand for a limited time - Private instructions you intimate related not to Salary - but "the Treasurer of the Mission was privately instructed to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria or until the Treasurer should receive further instructions" etc

Now at the suggestion of a Christian Brother I have sent a Communication to the Chairman of the Prudential Committee from the 11th inst. requesting the decision of the Board with regard to the Account appending to petition and sworn on oath and file in the Journal of the Court at Beirut Syria, February 1868.

Will you please prove or retractate the assumption that we "have released the American Board, the Syria Mission and its treasurer of all pecuniary obligation in any form whatever", and redeem the pledge from the Foreign Secretary October 1859 that "the Mission will of course make provision for our necessities", and fraternally oblige

Yours in Christian love
William A. Benton

Rev. W. A. Benton

Cortland. N.Y.
Nov 3. 1870

Rec'd Nov. 5.

Rev W. H. Clark. D.D.
Cor. Sec A.B.C.F.M.
Boston. Ms.

My dear Brother,

We are anxious for the decision of the Prudential Committee in answer to our communication to the Chairman of October 11. 1870. I am sorry to be obliged to make this appeal. On sent to enforce the payment of authorized salary which I claim to have been unlawfully withheld from me by the Syria Mission —

On strength of the official assurance that the Board will redeem all their pledges and that the Mission will make provision for our

necessities. We must agree and feel in sums already received from Rev S. H. Calhoun Treasurer of the Syria Mission that all our claims for indebtedness against him as said Treasurer on account of salary have been fully met from July 31. 1859 to June 29. 1861 -

The construction you have put on the terms of our agreement seems to accord entirely with the action of Mr Calhoun and his associates in Syria to withhold the payment, and deny "the validity and legality of the account, appended to the petition, filed in the journal of the Court, 1868. -

On the subject of opposition and remonstrance against our return to Mount Lebanon against personal honor and Christian duty, and against

instructions so positive and explicit in Dr Anderson's letter to me of June 29. 1861. "Has been our agreement to withdraw all our protests and claims in that peculiar relation of the parties at trial on payment of salary in accordance with the Executive order and action of the Prudential Committee.

Instituted in the necessary forms for the prosecution, the Court allowed that this order found the charge for indebtedness against the Defendant as Treasurer of the Syria Mission and stated that agreement must practically amount to withdrawal or abandonment of the claim

The only checks or restraints to action so unlawful to subvert the authorization from the Prudential Committee for

"the payment of Mr Benton's Salary"
on demand from June 1861
are the civil penalties indicated
by interest, prosecution, etc
Interest at U.S. legal rate payable
quarterly in advance already
exceeds $500 on the score of
the account appended to
the petition, and put on
oath and file in the Journal
of the Court of the United States
Consulate General at Beirut
Syria, in cordial agreement
with the expressed desire of
said Treasurer, and him alone -
On due payment of authorized
Salary, the Prudential Committee
may hold if they will that our
"Connection with them is
still unbroken", etc,

Very fraternally Yours
William A. Benton

Rev. Wm A. Benton.

Buffalo Nov 18. 1870

Rec'd Nov. 21.

Rev N. G. Clark. D.D.
For. Sec, A. B. C. F. M.
Boston, Ms.

My Dear Sir,

Seldom or never, should a civil case be instituted and submitted to enforce the payment of authorized salary with interest on demand in that peculiar relation which ought always to subsist between the parties at trial as citizens of the United States and missionaries —

Constrained to agree that the case, instituted in the necessary forms for the prosecution of an individual, should be submitted on its merits without further discussion, the Court stated that this agreement would be

equivalent or practically amount to a withdrawal or abandonment of the claim, and transfer the account from the individual as treasurer to the Board in Syria -

Separated from the Syria Mission June 8. 1859 and from the Board June 29. 1861 we have returned to this country at the invitation of the Prudential Committee, submitted the account appended to the petition against said defendant, and received $500 in currency asked on the score of a salary payment which of course to have been unlawfully withheld from me by the Syria Mission -

At the instance of the Lab Committee July 21. 1869 to regard as salary the sums already received from Rev S. W. Calhoun

Treasurer of the Syria Mission we feel that all our claims for indebtedness against him have been fully met in the account of salary from July 1859 to June 1861 in accordance with instructions if the Prudential Committee approve.

Defendant in open Court claimed to have paid me these sums for Charities, and appeared to deny the validity and legality of the account in whole and in part, and expressed his desire that the Case should be submitted on its merits, etc.

Now in the transfer of the Syria Mission from the American to the Presbyterian Board of Commissioners for Foreign Missions it seems to be necessary that the account appended to the petition against Rev S. H. Calhoun, Treasurer

and proceed against him as such should be transferred to the recognized personality of the A. B. C. F. M. in Syria.

It was necessary to aver that payment had been demanded and withheld, and agree on payment of salary to withdraw all our protests and claims against the Treasurer of the Mission from the summer of 1861 and submit the case. — Against the remonstrance of the Syria Mission you intimate that the Board shall never think or consider the question of sending us back. Therefore I ask for the payment of authorized salary on demand with interest; and a fraternal decision of the Committee for withdrawal of the claim against the Treasurer of the Syria Mission.

Very truly Yours
William A. Benton

W. A. Breckat

Chicago Illinois
December 5. 1870.

Rev N. G. Clark, D.D.
For. Sec. A. B. C. F. M.
Boston, Ms.

My Dear Brother,

The attitude of the Syria Mission to request our separation from the Mission and Board and effect our recall from Mount Lebanon has always appeared very anomalous & painful. This attitude is still manifested in the assumption of your note that the Board shall never think or consider the question of sending us back against the remonstrance of the Syria Mission.

From friends in Scotland

We understand that the Committee for Foreign Missions in the Free Church of Scotland desire to have a Mission in Mount Lebanon

A friend, Member of the Presbyterian Board for Foreign Missions in New York suggests that it may be expedient to transfer our relations from our American Churches to Scotland.

Ought we to undertake for a Foreign Mission under the direction of the Committee on the part of the Free Church in Scotland for Mount Lebanon?

Dr Duff is Chairman of the Committee, who in company with Lord Lamsden has recently visited and examined the field.

The brethren of the Syria Mission came to a minute with Messrs D. & L. on the subject

of the Lebanon Schools, Superintendent
and Amicable prosecution of
that Educational Mission —

In our Contract not merely
for a limited time but for life
if the Lord will, the account
appended to the petition must be
subordinate to the pleasure of
the Consular Court at Beirut
in our Executive separation
from the A. B. C. F. M. in Syria

In judicial action it was
decided that instructions in
Dr A's letter to me of June 29. 1861
proved the account of $12.038 $\frac{16}{100}$
and agreement to submit the case
practically amounts to withdrawal
of the claim against Mr. C.
and transfers the charge for
indebtedness to the account
of the A. B. C. F. M. in Syria —

Our readiness to agree
on payment of salary, and accept

as final a fraternal decision in reference to any and all of our claims against defendant appears in the document of July 1869 -

It is daily and hourly our sensible and regret that the readiness to agree, and accept as final a fraternal decision the Prudential Committee have passed in silence, and the Secretaries and Treasurer have construed into a complete discharge or release for all claims. Your construction seems to subvert judicial action of the court if subversion of a man in his cause be possible

U. S. Consul General advise that the case is at the executive responsibility of the A. B. C. F. M.

Very fraternally Yours
William A. Benton

Rev. W. A. Benton

Moline Illinois
December 10. 1870

Rec'd Dec. 17.

Rev N. G. Clark D.D. Ans 24
Cor. Sec. A. B. C. F. M
Boston Ms.

My dear Brother

In view of the opposition and remonstrance of the Syria Mission against our return to resume our residence and labors as missionaries in Mount Lebanon, Syria, will the Prudential Committee allow or approve if we transfer our relations from the Churches and friends of Foreign Missions in this Country and undertake under the Committee of the Free Church of Scotland for a new mission to Mount Lebanon? –

You have assumed without proof I believe that we have released the American

Board, Syria Mission, and its Treasurer of all pecuniary obligation in any manner whatever to pay to the authorized Valay on demand from the Summer of 1859 -

Possibility, necessity or expediency to agree that action should be instituted that the case should be submitted on its merits, without further discussion, etc must demonstrate the claims for interest at the legal rate in Turkey payable quarterly in advance; and the courteous and judicial statement that this agreement would be equivalent or amount to a withdrawal and transfer of the claim from the authorized Agent to the recognized personality of the A. B. C. F. M. in Syria. -

The Court intimated also that we might negotiate out of Court "to make an advance of $ 500

on the score of a salary which I claim to have been unlawfully withheld from me by the Synod of Mission."

This payment or "advance of $500 on the score of a salary" I understand that the Prudential Committee have approved;—but whether on the score of a salary or gratuity I am anxious to know if you please.

Denials of the truth, validity and legality of the account appended to the petition see the Journal of the Court I think must be proved, or discredited and set aside — if the Prudential Committee agree to grant as salary the sums already received from said Treasurers, and allow that all our claims for indebtedness against Rev S. H. Calhoun have been fully met — in the payment of $1474 $\frac{42}{100}$ salary from July 1859 to June 1861, and of $500

asked on the score of $12.038 16/100
salary in demand Jan. 1868.—
Mr Calhoun thought, and of
course the Prudential Committee
~~would~~ must concur fully in opinion,
that it was simpler and plainer
than his compliance with Executive
instructions for me to institute
and submit action against him
or the A.B.C.F.M. in a civil case.—
I have no evidence that the
Prudential Committee have granted
as salary sums already received
from the Treasury of the Mission
and Board on the score of authorized
salary so unlawfully withheld
from the summer of 1859.—
Very fraternally yours
William A. Benton

P.S. Monday Dec 12. We are sorry to
observe the statement of Mr Treat in
the Congregationalist of December 8. 1870.—
and submit what seems to be necessary, etc

For the Congregationalist.

Moline Illinois

December 23. 1870

In the Congregationalist. Dec. 8. 1870 we observe with much surprise and regret a statement of Rev. S. B. Treat Clerk that in receiving donations for the Missionary work in Mount Lebanon Syria, we act without the sanction and against the wishes of the Prudential Committee; and that the large claim which we hold against the A. B. C. F. M. has never had any foundation whatever, whether legal or equitable; and that in a paper of July 21. 1869 signed without objection we conceded that all our pecuniary claims for indebtedness against the Treasurer of the Syria Mission, its individual members and the A. B. C. F. M. have been fully met on the subject of salary in our account from July 1869 to June 1861.

Now it seems to be necessary to state further that we consented to agree from the summer of 1861 in the U. S. Consulate Beirut, Syria

on payment of salary, to withdraw all our protests and claims against said Treasurer, Mission, and Board in accordance with his private instructions from the Prudential Committee of 1860 to him, reaffirmed in Dr Anderson's letter to me of June 29, 1861, in explicit and positive terms to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria. Our concession of July 1869 must be in entire accordance with the legal agreement from the Summer of 1861 to withdraw all our claims against said Treasurer; and from February 1868 to submit the case on its merits instituted in the necessary form for the prosecution of an individual.

Herewith I enclose for publication, # the judicial action of the Court of the United States Consulate General at Beirut, Syria &c. &c. &c.

William A. Benton

"

*N. B. The publication of this document is requested unless the Finance Committee within ten days sanction and agree to what we have cordially conceded in sums already received from Mr C. regarded as salary. And we feel of a truth that all our claims for indebtedness against said Treasurer Mission and Board have been fully met on the subject of "the payment of Mr Benton's salary at the rate of $750 per annum" from July 31. 1859 to June 29. 1861. —

And interest at the legal rate in Virginia is payable quarterly in advance from commencement of proceedings in a civil case in Turkey. —

W. A. Benton

Hartford Courant
Dec. 16.

Rev. William A. Benton.

To the EDITOR *of* THE COURANT:—

Many of your readers in Hartford and neighboring towns will remember listening to the Rev. Mr. and Mrs. Benton in behalf of missionary work in Syria. Within a year meetings have been called in this city to hear addresses from them as if they were in the service of the A. B. C. F. M. One pastor distinctly recognized them as employed by that board. The subjoined card raises several questions. One is, what use has been made of the funds collect- by Mr. and Mrs. Benton? EQUITY.

REV. WILLIAM A. BENTON.

MISSIONARY HOUSE, BOSTON,
Nov. 29, 1870.

In view of information which is brought to the Missionary house from time to time, it seems to be necessary to state that Mr. and Mrs. Benton, formerly of the Syria mission, but disconnected therefrom June 8, 1869, in receiving donations for the misionary work in Lebanon, act without the sanction and against the wishes of the prudential committee; and that the missionaries in Syria deprecate their return to that country. It is proper to say further, that the large claim which Mr. and Mrs. Benton profess to hold against the A. B. C. F. M., has never had any foundation whatever, whether legal or equitable; and that in a paper which they both signed, July 21, 1869, they conceded that "all" their "pecuniary claims on the Syria mission, on its treasurer, and on the American board," had been fully met."

By order of the prudential committee.

S. B. TREAT, Clerk.

Rev. W. A. Benton, from
Hartford Courant
Dec 16. 1870.

Rec'd Dec. 20.

Peoria Illinois
Saturday December 31. 1870

Rev S B Treat
Secretary and Clerk, &c
Boston, Ms,

Dear Sir,

Advised to keep the case out of the papers and take it into the Courts at once and prosecute — I have from yesterday's date requested Hon L. F Waldo to undertake and open correspondence with you on the subject of the account appended to the petition and the denial thereof in the Journal of the Court of the U. S. Consulate General at Beirut Syria early in 1869. I have presented this account from July 1869 for the fraternal action of the Prudential Committee

Very faithfully Yours.
William A. Benton

Rev. W. A. Benton,
Peoria Dec. 31. 1870.
Rec'd Jan. 3. 1871.

Rev. W. A. Benton
Springfield Illinois
February 20. 1871

Rec'd March 2.

Rev Dr Blackburn
Corporate Member A. B. C. F. M.
Jacksonville,

Dear Sir,

I was happy to see you in the street car on Saturday last and hear that in your opinion we should state our disconnection from the Syria Mission June 5. 1859 and from the A. B. C. F. M. June 29. 1861

Disconnected from said Mission June 1859 it was resolved early in the summer of 1860 to defer the question of our executive separation from the A. B. C. F. M. and in the language of the Prudential Committee "The treasurer of the Mission was privately instructed to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria

or until the Treasurer should receive farther instructions from the Committee on the subject."

Incorporated into the action of Dr Anderson's letter to me June 29. 1861 for our Executive Separation from the American Board in that Summer, it was our agreement in the U. S. Consulate on payment of salary, to withdraw all our protests and claims against said Treasurer of the Mission, its individual members and the A. B. C. F. M. in accordance with his private instructions from the Committee on the subject, viz. "to continue the payment of Mr Benton's salary, etc

The Treasurer, advising with his associates, however would not agree nor consent to pay to me authorized salary on demand from June 1861 or July 1859. –

Instituted in the necessary forms for the prosecution of an individual. The account was proved in a civil case, and submitted on its merits without further discussion early in 1860 in open court of the U.S. Consulate General at Beirut Syria with the understanding that the journal of the court should contain simply the petition and the denial thereof. Our agreement to submit the case was in cordial compliance with the expressed desire of said treasurer as defendant after decision of the court that the executive order introduced as evidence proved the charge for indebtedness against said defendant as treasurer of the Syria Mission A.B.C.F.M.

On the statement of the court

I suppose the legal effect of the agreement was for "a withdrawal, abandonment of the claim against an individual", and transfers of the account charged against him from him authorized Agent to the recognized personality of the A. B. C. F. M. in Syria.

On our relation to the Syria Mission and its Treasurer as privately instructed on the subject I suppose must depend our connection ~~with~~ with the American Board, and the payment of authorized salary which we claim to have been unlawfully withheld in Syria from July 31. 1859. So we must understand the case, authorized to withdraw the claim on payment of salary, etc shall we publish the matter.

Please advise & oblige

Yours in Christian Love

William A. Benton.

Address — Care of W. D. Ward Esqr
Springfield. Ills

Rev. W. A. Benton.

Springfield Illinois
February 22. 1871

Rev J. M Sturtevant D.D.
Rec'd March 2.

My Dear Sir,

The Secretary of the Lebanon Schools wrote me December 1862 and I represented to the Prudential Committee July 1869 that they hold our connection with them is still unbroken. And remonstrate against our connecting with another Society - Subordinate to their action as missionaries of the A.B.C.F.M. We have returned to this country and presented our account charged against the treasury of the mission in accordance with instructions to him early in 1860 "to continue the payment of our salary advising with the mission -

Dr Anderson assured me from October 1859 that "the mission will of course make provision for our necessities" etc. etc. etc -

Disconnected from the Syria Mission June 8. 1859 it was resolved early in the summer of 1860 to defer the question of separating us from the A.B.C.F.M. and the Treasurer of the Syria Mission was privately instructed to continue the payment of Mr Benton's Salary &c

Requested by the Prudential Committee early in 1861 to review the case, the Syria Mission reaffirmed its previous action & opinion while the Treasurer of the Mission has always felt that the payment of authorized salary on demand was substantially left to his own responsibility, &c

The Prudential Committee not knowing what more they can do for our support in Syria

and concurring fully with the Mission in the opinion that we ought no longer to remain at Bhamdun as missionaries of the Board concluded that our connection with the Board ought to be and is accordingly dissolved June 29. 1861 —

The cause or reason seems to have involved the absurdity of said Mission to revise or subvert the Executive order from the Prudential Committee on the subject. the obligations whereof no Mission should set aside; and to deprecate our return to that Country —

If you think that we should state our separation from the A.B.C.F.M. in 1861 without statement of any cause whatever, as it was executive; will you kindly favor me with such form of statement as would produce no injury to the treasurer of the Mission privately instructed from the Committee on the subject of "the payment of my salary"; nor to ourselves; nor to the confidence of the churches in the executive administration of the A.B.C.F.M.

In the statement of the Clerk at the order of the Committee published in the Congregationalist Dec 8. 1870 nothing is said of our executive separation from the A.B.C.F.M. June 29. 1861. under instructions to said treasurer "to pay to me authorized salary" on demand from July 31. 1859 —

Very faithfully yours
William A. Benton

"

Rev. W. A. Benton
Rec'd March 2, 1871.

MRS. BENTON'S LECTURES.

THE undersigned, Ministers of Clayton and vicinity, take this method of testifying our high appreciation of the disinterested and acceptable labors of Rev. Mr. & Mrs. BENTON, formerly of the Syrian Mission, during their casual visit to their friends in this place.

Mr. BENTON'S services in the pulpit, and Mrs. BENTON'S very effective and popular addresses in our social religious meetings and Sabbath Schools, &c., were exceedingly edifying and instructive, and were cordially approved by all classes.

Mrs. BENTON'S three public lectures on Jerusalem, Mt. Lebanon and Northern Syria are unsurpassed by anything we ever heard, on those or similar topics, in graphic and vivid delineation of oriental character, manners and customs and beautiful illustrations of Scripture. We cordially commend them to the churches and to all the friends of Biblical learning.

W. C. AVEY,
Pastor of the M. E. Church.

W. W. WHIPPLE,
Pastor of the Presbyterian Church.

R. K. McCOY,
Presbyterian Minister.

P. D. VERMILLION,
Pastor Christian Church.

J. A. EDIE,
Pastor of United Presbyterian Church.

JACKSONVILLE, Feb. 10, 1871.

UNITED STATES CONSULATE,
JERUSALEM, April 27, 1869.

The undersigned American citizens, having resided for several months in Mount Lebanon, (at Bhamdun and its environs, in 1868,) are convinced that the Rev. William A. Benton and his worthy wife enjoy the esteem and entire confidence of the inhabitants of the country where they have resided for years as American missionaries.

The relations of the undersigned with the Benton's family, and the incessant praises of honorable residents in Lebanon, in their regard allow them to consider the Rev. W. A. Benton as a type of honor and delicacy and a true Christian, and Mrs. Benton as a model of kindness and evangelical charity.

The house of this Christian family has always been open, day and night, with the most hearty consolations to those who suffered either morally or physically.

Europeans and natives of Bhamdun and environs profess the greatest respect for the character of the Rev. Mr. Benton, who is considered as a noble missionary by all religious denominations; many among them owe their lives to the assiduous care of Mrs. Benton, who was a real mother to them.

During the massacres in Syria of 1860, Mr. Benton's attitude was above all praise; hundreds of people owe to him their lives.

The undersigned are able to cite the names of Europeans and natives, still resident in Lebanon, who declared to them that they would have been since a long time in the grave, had they not been preserved by the touching cares of this noble family.

V. BEAUBOUCHER,
GEO. C. TAYLOR,
JOHN J. TAYLOR.

13 Cambridge Street
Boston. Monday
May 29. 1871

S. S. Wardrop
Treasurer R. B. C. Hall,

Dear Sir,

I have the honor and pleasure to acknowledge receipt of Mr Heat's note come of Saturday last, and urge the fraternal presentation ~~gift~~ of my note £200. and $250 Salary in advance on the score of whatever will be found due.

Upon whatever theory no reply has been sent, upon whatever considerations you "do not admit our right", however inexplicable or inexcusable persistence must appear, in this case, we must lament that you "can have no conference with me or Mrs B"—

The only checks restraints

from proceedings in law and
Equity and necessary forms for
the prosecution are the Civil
penalties, interest &c already exceeding
$200 in Gold per month at U.S
legal rate in Turkey since January
1871 on the sum of $19,707.68
Dec Interest Four Quarters 2,473.42
" Salary for 1872 " 750
Amount do - do $22,931,10
(Twenty two thousand nine hundred
and thirty one 10/100 Salary) on demand
with interest. U.S. Consulate Syria -
On failure of performance of
third person or Party therefor
"the proper to hold against the
A.B.C.F.M." whatever may
be found due, on agreement
for a withdrawal of the claim
against the Rev S. H. Calhoun, &c
Very faithfully Yours
William A. Benton

Rev. Wm. A. Benton,
May 30 1871.

Mr. Leat,

Rev. W. A. Benton

Quincy, Illinois

January 1871.

Rec'd Feb. 4.

Rev S. B. Treat

Clerk of Prudential Committee

A.B.C.F.M. Boston, Mass.

My Dear Sir,

As advised from the U.S. Consul General in Syria I think your statement published in the Congregationalist December 8. 1870 contradicts the judicial arbitration of the Court for withdrawal abandonment and transfer of the account appended to the petition and the denial thereof on oath and file in the journal of said Court early in 1868.

Inasmuch as it involves a contradiction to make an allowance of $500 on the score of a salary payment whereof I claim to have been unjustfully withheld from me as the Syria Mission.

decided right to publish whatever seems to be necessary and proper must be conceded fully and frankly as we conceded what we should feel in the paper of July 21. 1869 on the subject of our agreement if it may please the American Board.

The constructions you and others have put upon the correspondence of course must accord entirely with the view of the Lindsley committee, not knowing what more they can do either to induce us to return to their country, or to support us in Syria.

It is certainly possible to assume however wrong that "the large claim which we profess to hold against the A.B.C.F.M. has never had any foundation whatever, whether legal or equitable". The assumption

First by separate Executive so
as the petition to enforce payment
and the denial of the account for
authorized salary on demand.

At authorized rates of salary
and interest the account in suit
and file amounts to $20.198 91/100
on demand with interest from
January 1. 1871.

Instructions confined obligation
to pay authorized salary on demand
and proceed in open court the
charge for indebtedness against
Geo. H. Calhoun, as treasurer of the
Lynn Mission A.B.C.F.M. On
demonstration of the account, reservation
of the evidence and agreement
to submit the case, instituted
in the necessary forms for the
prosecution of course stated
at trial should be confined as closely
as may be to the accounts and
demand, etc. and interest must be

payable quarterly in advance.

If the Prudential Committee concede and agree that in view of the sums already received from the Treasurer of said Mission all our pecuniary claims for indebtedness against him on the subject have been fully met in said account from July 31, 1859 to June 29, 1861 disconnected from the Syria Mission, they hold us to our agreement; and have at their direction the question of our separation from the A.B.C.F.M. in Turkey June 29, 1861; and our proposal to resume our residence and missionary work in Mount Lebanon at the earliest convenient opportunity.

Very truly Yours

William A. Benton

Rev. W. A. Benton.
Rec'd Apr. 28. 1871.

Rec'd 28 Apr
Read & submitted
A. Hardy

Hon Alpheus Hardy
Member of Prudential Committee
A. B. C. F. M. Boston. Ms.

Very dear Sir,

Our Communications sent the Chairman of Your Committee from Yesterday's date I think have demonstrated our devotion and perseverance for the missionary work in Lebanon,

Confined to the averments and the denials of the Case instituted in the necessary forms for the prosecution of Rev S. H. Calhoun or The A. B. C. F. M. wherein W. A Benton appear Plaintiff against Rev S. H. Calhoun. defendant the Court witnessed and adjudicated our agreement to submit the Case and the necessity for a withdrawal of the Claim against the defendant

and transfer thereof from him in his personal liabilities to him in his official responsibility as treasurer of the Syria Mission.

On this mutual agreement and judicial action I am persuaded that "the treasurer of the mission was privately instructed to continue the payment of Mr Benton's salary at the rate of $750 per annum" etc in the minute of June and further instruction of November 1860 and the action of June 29. 1861.

Disconnected from the Syria Mission June 8. 1859 it was necessary to aver that payment has been demanded and withheld from the summer of 1859:- and agree that the case should be submitted for consular adjudication. and adhere to the petition. on oath

and file in the Journal of the Court. We hold this necessary agreement formed in open Court subject to the sanction or revision of the Prudential Committee

In our commencement of proceedings for the prosecution of Rev S. H. Calhoun, this agreement first proposed from the U. S. Consulate at Beirut, Syria, in the summer of 1861 for the payment of salary to withdraw all our protests and claims etc and feel that they have been fully met in accordance with instructions from the Committee on the subject for a limited time.

This subject the obligation duty and action of Mr Calhoun in the language of the Committee to continue the payment of Mr Benton's salary etc

This payment Mr C. not

only withheld. but appeared in Open Court to deny the validity and legality of the account charged in the petition in whole and in part. It is possible that this action is denial without the sanction and against the wishes of the Prudential Committee its this right on the subject of a salary payment whereof I claim to have been unlawfully withheld from the Summer of 1859.

I am sorry to be obliged to write another demand and am Ever

Yours in Christian Love

William A. Benton

"

Rev. W. A. Benton Brooklyn L. I.
70 Lafayette Avenue
Saturday Apr 29. 1871
Rec'd ~~at~~ May 1/71.

Rev S. B Treat,
Clerk of Prudential Committee
A B C F M. Boston, Ms.

My dear Sir,

I am sorry to be obliged to act without the sanction and against the wishes of the Prudential Committee in sending donations for the Missionary work in Lebanon as well as in receiving donations for this important purpose.

The case in which I W. A. Benton appeared as plaintiff against Rev S. H. C. defendant, instituted in the necessary forms, ~~and~~ on charge of indebtedness proved against him as treasurer

of the Syria Mission if
you, and the Committee
please is possibly action
of the parties at trial without
the sanction and against
the wishes of the Executive
and Corporate Members of
the A. B. C. F. M. —

On mutual agreement
the case, submitted on its
merits and adjudicated
for a withdrawal of the claim
against Mr Calhoun stands
on oath and file in the
Journal of the Court at
Beirut Syria for $1203 8/100
salary with interest on demand
from January 1868 —

This account against him
as treasurer of the Mission
constitutes the foundation
of "the large claim which

we profess to hold against the A. B. C. F. M". as conceded in the Congregationalist of December 8. 1870 -

In receiving $1474 $\frac{42}{100}$ ~~regarded as~~ Salary from Rev S. H. Calhoun Treasurer of the Syria Mission if the Prudential Committee approve or sanction. Of course we feel (concede if you please) that all our claims on the subject of salary at the authorized rate have been fully met in the account from July 31. 1859 to June 29. 1861 whoever may be Respondent to said claims in Syria - And so "the payment of (my) Salary" has been fully made ~~paid~~ for a limited time in the account. truth. validity

and legality whereof Mr C as Treasurer appeared in Open Court to deny. This denial, in my apprehension, is action of said Treasurer without the sanction and against the wishes of the Prudential Committee; and expresses merely an opinion of no importance; but it affords the Missionaries in Syria a poor foundation for assuming to deprecate our return to prosecute the Missionary work in Lebanon —

Will you please send me copies of, or revise your letters of the past year in the case.

Very Fraternally Yours
William A. Benton

41 W. 47th Street
New York —

and legality. Whereof Mr C as Treasurer appeared in Open Court to deny. This denial, in my apprehension, is action of said Treasurer without the sanction and against the wishes of the Prudential Committee; and expresses merely an opinion of no importance; but affords the Missionaries in Syria a poor foundation for assuming to deprecate our return to prosecute the Missionary work in Lebanon —

Will you please send me copies of, or revise your letters of the past year in the case.

Very fraternally yours
William A. Benton

41 W. 47th Street
New York —

Rev. W. A. Benton?

41 W. 47th Street
New York Saturday
May 13. 1871

Rec'd May 16.

Rev S. B Treat
Clerk of Prudential Committee
A. B. C. F. M. Boston, Ms.

My Dear Sir,

Dis connected from the Syria Mission June 8. 1859 the undersigned Missionaries of the A. B. C. F. M. in view of $1474 $\frac{42}{100}$ Salary already received from Rev S. H. Calhoun Treasurer of the Syria Mission might feel that all our claims had been fully met on the subject from July 21. 1859 to June 29. 1861; in accordance with his official instructions from the Prudential Committee to him in June & November 1860 and to the June 29. 1861

On averment that payment

of Salary has been demanded and withheld and authority to institute and agreement to submit the case in open Court having proved the charge for indebtedness against him as treasurer of the Syria Mission the Court stated the effect of this agreement and decided in favor of Mr Calhoun in his personal liabilities and granted papers of its judicial action for the withdrawal of this claim and adjourned ~

Subordinate to this agreement in compliance with the expressed desire of said defendant, and the invitation of the Prudential Committee we have returned to this country, and presented the account charged in

our petition to enforce, for the fraternal decision of the Prudential Committee, soon after our arrival at Boston July 10. 1869. You intimate at the order of the Committee that the large claim which we profess to hold against the A. B. C. F. M. is without any foundation whatever, whether legal or equitable. This intimation appears in the Congregationalist of December last and accords (I presume) with the intimation in Dr Anderson's letter to my brother of March 7. 1865.

Neither of these intimations can justify the denial of the validity and legality of the order to continue or the demand in the petition to enforce the payment so unaccountably and

anomalously withheld
from me by the Syria Mission
against the private and
official instructions of the
Prudential Committee not
knowing what more they can
do for our comfortable support
in Syria. and holding us
to the agreement on payment
of salary to withdraw all
our protests and claims
against the Treasurer of the
Syria Mission — its individual
members &c, But this payment
has been demanded & withheld
in Syria from the summer
of 1859. and said Treasurer has
"always felt that the matter
"was substantially left to his
"own responsibility and that
"of the Mission" —

Rev. W. A. Benton
13 Cambridge Street
Boston Mass. May 18, 1871
Recd May 24

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M.

Dear Sir.

Having returned to this country at the invitation of the Prudential Committee and presented the case in which I was obliged to appear as plaintiff against Rev. S. H. Calhoun as treasurer of the Syria Mission defendant instituted in the necessary forms for the prosecution, and submitted at his expressed desire in open Court without further discussion &c, the Court stated that our agreement then to submit the case would be equivalent or amount practically to a withdrawal

of the claim against said Calhoun in his personal liabilities, and seemed to indicate our necessities to hold the acct and against the A. B. C. F. M.

On the transfer of the Syria Mission to the Presbyterian Board on the strength of the assurances and pledges that the Syria Mission will of course make provision for our necessities in accordance with the terms of the resolution and intention of the Prudential Committee, and of private and official instructions on the subject to Mr Calhoun in June and November 1860 and to me June 29. 1861; and that the A. B. C. F. M. will redeem all their pledges, and that the Prudential Committee will consider the case fe, we expect that the Committee

will adjust the various questions of the case in accordance with the claims of common justice and the substantial interest of the missionary work in Lebanon.

An agreement to submit the case and statement of the court that the effect of this agreement would be equivalent or amount to a withdrawal of the claim and subsequent information that the examination was final, the further at trial of course should be confined as closely as may be to the necessary regulations and forms for the prosecution of said treasurer and the withdrawal of the claim against him in his personal liabilities. Therefore of necessity we came to agree and the clerk to admit that we hold the large claim against

The A.B.C.F.M. in the Journal of the Court for $20.298 16/100 salary on demand with interest 1871 –

Payments of Chantier & gratuities for no Constitutional Objects in Syria or this Country should never be regarded, and never could be in agreement as authorized salary without the sanction and against the wishes of the A.B.C.F.M.

Mr Calhoun alleged that he had paid me more than 30.000 piastres ($14) 4 40/100 for Chantier. I know not what amount Mr Ward may claim to have paid to me owing debit in gold under the existing circumstances May it please the Prudential Committee to grant a fraternal reception and executive solution of this Anomalous Case

Very Respectfully Yours

William A. Benton

Rev. W. A. Benton.
A. B. C. F. M.
Rec'd May 22, 1871.

Rev S. B. Treat
Clerk of Prudential Committee
A. B. C. F. M.

My Dear Sir.

The account I have presented from yesterday's date for your official consideration, and the action of Mr Ward as Executive Officers of the A. B. C. F. M. in compliance with the expressed desire of Rev S. H. Calhoun I have instituted, proved and submitted in a civil case against him as treasurer of the Syria mission or against the A. B. C. F. M. in the Court of the U. S. Consulate General at Beirut Syria, early in 1868.

The various questions connected with the one subject of this large claim which I have the honor and "profess to hold against the A. B. C. F. M." on agreement for a withdrawal of the claim against said Treasurer, will of course be adjusted by the Prudential Committee in entire accordance with the claims of common justice and Christian humanity, and the highest interests of the missionary enterprise and work in the goodly mountains of Lebanon -

Instituted in the necessary form for the prosecution of Rev S. H. Calhoun as Treasurer of the Mission proved against him in

that peculiar relation of the parties as citizens of the United States. The answer of the defendant in denial of the validity and legality of the charge for indebtedness from the summer of 1859 in whole and in part I must think is action without the sanction and against the wishes of the Prudential Committee and the treasurer of the mission has always felt as intimated to me in his letter of December 4 1862. That the matter was substantially left to his own responsibility and that of the mission.

The parties at trial should be confined as closely as may be to the averments and denials of the statement and the answer proposed

and filed in the necessary forms for the prosecution of said Treasurer, and the statement of the Court in agreement of both parties for a withdrawal of the claim against Mr C. in his personal liabilities. &c.

The statement of the Clerk in denial of any foundation whatever whether legal or equitable to "the large claim which we profess to hold against the A. B. C. F. M." amounting to more than $20.000 Twenty thousand dollars from January last, is liable to mislead and prejudice the Churches and friends of foreign missions all over the world.

Very Respectfully Yours

William A. Benton

Messrs Treat & Ward
Executive officers
A B. C. F. M.

13 Cambridge Street
Boston May 1871

Rev. B Treat
Clerk of Prudential Committee
A. B. C. F. M.

Dear Sir,

I am sorry to have no answer to the communications on this subject I have presented for a ratification of the amicable solution and adjustment of a question sufficient to effect our release from the service of the A. B. C. F. M.

I expect that Mr Benton will come here next Monday; we desire and ask you dear Sir, and the Treasurer of the Board, and the Prudential Committee to allow us at the earliest convenient date a fraternal reception, and friendly interview with you

and them on the subject of
"the large account which we"
"may be allowed, and profess"
"to hold against the A.B.C.F.M."-

It is our prayerful expectation and purpose if the Lord will, and we claim entire liberty and right of action, at the earliest convenient opportunity, to resume our former residence and work as Missionaries in Syria. However Missionaries of another Board may persist to deprecate and oppose our honest and personal convictions of duty and responsibilities to Christ.

I have the honor to remain with Christian regards to the Committee

Yours the one service

Very faithfully Yours

William A Benton

Rev. Wm. A. Benton

Boston May 1871.

Rec'd May 27.

Ans " " 27.

13 Cambridge Street
Boston May 30. 1871

Rev S. B. Treat
33 Pemberton Square
Dear Sir,

I have the honor and pleasure this morning to announce the arrival of Mrs Benton and little Mary. As you "can have no conference with me or Mrs B" disjointly as executive officers of the A. B. C. F. M. or individuals; it seems to be necessary and proper for us to ask the Prudential Committee for a fraternal revision of the case and the theory upon which the instructions proceeded.

It is our intention

Upon this theory to move that the denial of the Defendant on oath and file in the Journal of the Court of the U.S Consulate General at Beirut, Syria should be stricken out; and that judgment should remain as a security for the payment of the large claim which we propose to hold against the A.B.C.F.M. all in that quarter of the world —

I ask the Treasurer if it may please the Prudential Committee to pay to me $250 on the score of whatever salary may be found to be due —

Very faithfully Yours
William A. Benton

"

Rev. W. A. Benton.

Boston, May 30. 1871.

Rec'd May 30.

- Memorandum -

A. B. C. Fell.

To William A. Benton Dr

1871	Salary and Interest		$, cts.
Jan 1	Amount from Dec 31/70	$	19 707. 68
	Interest for 1871 -	"	2473. 42
	Salary for 1872,	"	750.
1872.	Amount do, do -	$	22,931. 10

Contra

1861,	Already Received	$ 1474. 42
1869,	$ 500. in Currency -	
"	£ 200. and interest	

&c &c &c -

Respectfully Submitted

William A Benton

L. S. Ward Esqr

Lawrence, A. B. C. Fell

Boston Mass

June 15. 1871

On payment of $ 250 Salary this month abatement of interest July 1. $ 62 21/100 and Oct 1 $ 46.00/100 = $ 123 23/100

Rev. W. A. Benton.

Boston, June 15. 1871.

Rec'd June 20.

Rev. W. A. Benton.

13 Cambridge Street
Boston June 2. 1871.

Rec'd June 3.

Rev S. B Treat
Dear Sir,

Herewith I enclose a communication to the Hon A. Hardy who visited us at Bhamdun and wrote from Beirut 1860 "The Prudential Committee expect you to do all and only what is right" — —

Summoned to appear as plaintiff early in 1868 I was informed of this rule of the Court — "Parties at trial should be confined as closely as may be to the averments and denials of the Statement and the Answer which shall not be altered after filing except on leave granted

in Open Court" –
Invited to produce Evidence in Support of the alleged Claim I had the honor and pleasure to submit the instructions received from the Prudential Committee and hear the Court pronounce the judgment that this order proves the Charge for indebtedness against Rev S. H. Calhoun as treasurer of the Mission.

In Compliance with the Expressed desire of Mr Calhoun however. I Consented to agree that the Case should be submitted on its merits. And the Court stated that this agreement would be equivalent or amount to a withdrawal of the Claim &c.

On the statement of the

Court. Of Course I am fully authorized to withdraw all Over protests and claims against the treasurer of the Mission, &c.

Now upon the theory you have indicated in view of the State of mind alleged "the treasurer of the Mission was privately instructed" June 1860! - and "the treasurer should receive further instructions" in November of that year "To continue the payment of (my) salary", &c But they would not agree.

On failure of the third person and party not only authorized but privately instructed to perform the work to be done. I ask the Prudential Committee to make an advance of $500. or the treasurer $250.

on the score of a Salary
payment whereof the judgment
remains as a security to enforce
if we must — in open Court;
and interest at the legal rate —

Under the System inaugurated
under the Code, there is no general
issue: denials of any indebtedness
without a denial of any of the
facts from which that indebted-
ness follows as a conclusion in
law raises no issue

Allegation of the facts in the
averment constituted our
excuse for this agreement to
submit the case on the great
theory of Mipins as prosecuted
by the A B & Co —

Very Faithfully Yours
William A Benton

P. S. — I ask $250 in advance on
what may be found due —

Rev. W. A. Benton.

13 Cambridge Street
Boston June 1. 1871.

Hon A. Hardy
Dear Sir.

Rec'd June 3.

Disconnected from the Syria mission June 8. 1859 it was our privilege to see you and your lady at Bhamdun in April 1860. And it was resolved June 1860 to defer the question of our separation from the A. B. C. F. M. when "the treasurer of the mission was privately instructed", and "should receive further instructions from the Prudential Committee to continue the payment of Mr Benton's salary" &c.

Now in view of what already received from said Treasurer, Rev J. H. Calhoun to the amount of $1474 $\frac{42}{100}$ salary we feel that all our claims

on the subject have been fully met in the account from July 31. 1859 to June 29. 1861; inasmuch as donations paid for Charities may be regarded as Salary in accordance with the Executive order in Dr A's letter to me of June 29. 1861. —

In accordance with this Order also gratuities of $500 in Currency and £200 (two hundred pounds Sterling) for my note to Hon J. A. Johnson can be placed as Salary at my debit on the score of whatever may be found due me in the case in which I was obliged to appear plaintiff against Rev S. H Calhoun in the Court of the U. S Consulate General at Beirut Syria early in 1868. —

Possibility or expediency to

Consider as Salary Charities and gratuities paid by the Treasurer of a Mission or the Board can be no proper action of a Foreign Mission or Missionary, or said Treasurer without the sanction and against the wishes of the Prudential Committee.

On the score of whatever may be found due the judicial action of the Court remains as security or agreement for a withdrawal of the claim, whether it be Salary or interest, charged in the petition against Mr Calhoun. The amount of these claims I have presented and concluded as a question of privilege to ask or request the Treasurer of the Board to pay me $250 Salary in advance from this date.

Nov Hon. and Dear Sir I thank you for your kind visit to us and that Executive order of 1860 for our comfortable support. On the score and security of what may be found due I ask $250 from Mr Ward - On its payment I will relinquish the assessed interest on the account for July and October to the amount of $1263 18/100 ($627 23/100 for July 1. and $635 05/100 Oct 1. and all future interest upon the past account on condition that our connection with the A.B.C.F.M. and our right of residence, office and support at Bhamdun shall be at once resumed by the Prudential Committee

All which is respectfully submitted. We remain as ever

Yours in Christian love.

William A. Benton

13 Cambridge Street
Boston June 9. 1871

A. Stoddard Esquire
Dear Sir.

The only apology I need for the necessity of my communications to you, and Mr Hardy, and others is the failure of Mr Calhoun advising, with his associates to perform the work to be done. In transfer of the Syria Mission to another Board we would rejoice to resume our relations to A.B.C.F.M. and return to Syria. The payment of authorized salary on demand, it is possible that the Treasurer should receive instructions to continue under the direction of the Presbyterian Board at the U. S. Consulate

Beirut where I supposed that he would pay my note of £200. (Two Hundred Pounds Sterling) and interest. It was in compliance with his own expressed desire that I consented to yield and agree that the case should be submitted on its merits without further discussion to enforce payment of salary on demand there.

Interest must be payable quarterly in advance until the Treasurer would advise should receive further instructions and the Missionaries no longer deprecate our return to our long residence and chosen Missionary work in Lebanon.

Very Respectfully Yours
William A. Benton

4

Rev. H. A. Benton.

Boston, June 9. 1871.

Rec'd June 10.

13 Cambridge St

Boston June 9. 1871

Rev R. Anderson D.D.

Dear Sir

I am invited to Conn and expect to leave Boston next week. On the denial of our request for Conference in regard only to the payment of all that the claims of common justice and Christian Humanity demanded under the existing circumstances I am obliged to address the Chairman of Prudential Committee —

Please hand him the enclosed note, and with kindest regards of Mrs Benton and myself to him & your Your families & Committee

Dear Sir, believe me ever

Very Faithfully Yours

William A. Benton

"

Rev. W. A. Barton

Boston June 9. 1871.

Rec'd June 10.

13 Cambridge Street
Boston Saturday
June 10. 1871

Rev R Anderson D.D.

Dear Sir,

I take pleasure in presenting to you for information and approval of the Prudential Committee. a copy of our appeal and desire to receive donations for the Missionary work in Lebanon. It is intended to be a simple statement of the facts, and our responsibilities to Christ, and personal convictions of duty in the existing circumstances.—

I remain, dear Sir, with best regards for the Executive Officers, and the Prudential Committee,

Very faithfully Yours
William A Benton

Copy

Disconnected from the Syria Mission June 8. 1859 and released from the A. B. C. F. M. June 29. 1861, the undersigned Missionary and his family have returned to this country at the invitation of the Prudential Committee July 10. 1869 -

Since our return, the Syria Mission has been transferred to another Board, and the A. B. C. F. M. have relinquished the Missionary work in Mount Lebanon,

The consideration of these facts, and our own personal responsibilities to Christ, and in view of 24 years experience and endeavors to promote the Missionary work in that interesting land, it is our united desire and intention, if the Lord will, to return

to Syria, as independent Missionaries, as soon as the necessary arrangements can be made.

We have already visited more than a dozen different States, and hundreds of towns and cities to rehearse as we have opportunity all that God has done with us, and how the door of faith has been opened as never before for the mixed populations of Mount Lebanon.

We take pleasure in presenting some of the kind testimonials received from Ministers and Brethren of various denomination in appreciation of our services in the pulpit, and of the very effective and popular Lectures of Mrs Benton.

(I enclose a specimen.)

MRS. BENTON'S LECTURES.

THE undersigned, Ministers of Clayton and vicinity, take this method of testifying our high appreciation of the disinterested and acceptable labors of Rev. Mr. & Mrs. BENTON, formerly of the Syrian Mission, during their casual visit to their friends in this place.

Mr. BENTON'S services in the pulpit, and Mrs. BENTON'S very effective and popular addresses in our social religious meetings and Sabbath Schools, &c., were exceedingly edifying and instructive, and were cordially approved by all classes.

Mrs. BENTON'S three public lectures on Jerusalem, Mt. Lebanon and Northern Syria are unsurpassed by anything we ever heard, on those or similar topics, in graphic and vivid delineation of oriental character, manners and customs and beautiful illustrations of Scripture. We cordially commend them to the churches and to all the friends of Biblical learning.

W. C. AVEY,
Pastor of the M. E. Church.

W. W. WHIPPLE,
Pastor of the Presbyterian Church.

R. K. McCOY,
Presbyterian Minister.

P. D. VERMILLION,
Pastor Christian Church.

J. A. EDIE,
Pastor of United Presbyterian Church.

JACKSONVILLE, Feb. 10, 1871.

Rev. W. A. Benton.

Boston, June 10, 1871.

Rec'd June 12.

Prudential Committee
A. B. C. F. M.

Honored & Dear Brethren —

In consideration of the paper signed without hesitation or objection at Boston July 21, 1869 I have the honor and duty to ask the Prudential Committee to grant as salary the sums already received from the treasurer of the Syria Mission in account from July 31. 1859 to June 29. 1861 and $500 in currency advanced on the score of a salary payment whereof I claim to have been unlawfully withheld from the summer of 1859

My note to Rev J. A. Johnson

of £200 (Two Hundred pounds Sterling) and interest remains for friendly adjustment after the return of possibility for mutual conference between the Executive Officers and myself or Mr Benton in regard to our return to Syria —

I am sorry to be obliged to ask the A.B.C.F.M. to require a compliance of the Treasurer with the instructions from the Committee on the subject —

I have the honor to remain for the one service

Very faithfully Yours
William H. Benton

Boston.
June 1871 —

Rev. W. A. Benton.

Boston, June 1871.

Rec'd June 14.

Rev. W. A. Benton
13 Cambridge Street
Boston June 12. 1871

A. Stoddard Esqr. Recd June 14.
Chairman of Prudential Committee
A. B. C. F. M.

Dear Sir,

In consideration of the large claim which in terms of your Clerk "we profess to hold against the A. B. C. F. M." it must be acknowledged that the examination which took place in Open Court at Beirut Syria early in 1868 was not final. The judgment of the Court remains as a security for the payment of whatever salary may be found due and interest payable quarterly in advance.

Reduced to exact statement the full amount of $12.038 $\frac{16}{100}$ salary charged in the petition,

controverted in the denial thereof in whole and in part was submitted at the expressed desire of Rev. H. Calhoun on its merits without further discussion, etc, Interest in 1868 exceeded $1510:- and $1324, for the first three quarters in advance of 1869 (January, April and July) already due, when we arrived at Boston from Syria July 10. 1869 amounting with salary to the sum of $15.623 $\frac{60}{100}$

In view of $1474 $\frac{42}{100}$ salary already received from Rev. H. Calhoun, Treasurer of the Syria Mission in account from July 31. 1859 to June 29. 1861. we feel that all our claims on the subject have been fully met for so much, and that it was possible

to effect our executive release from the A. B. C. F. M. —

However this feeling, concession and readiness to agree on our part neither was nor should be a mutual agreement without the sanction and against the wishes of the Prudential Committee. — Certainly it is no discharge for any, how much less for all of "the large claim which we profess to hold against the A. B. C. F. M." — as intimated in the statement of the Clerk in the Congregationalist of December 8. 1870 —

The account of January 1868 which we profess to hold against the A. B. C. F. M. for &c of January 1871 or 1872 alike includes an estimate

of $750. per annum for a year to come, as voted and asked by the Syria Mission in its Estimates for 1860, and granted in the instructions received from the Committee June 29. 1861 which came to hand August 2. 1861 —

In view of $1434 $\frac{42}{100}$ salary $500 in Currency and £200. (Two Hundred Pounds Sterling) and interest, ~~paid to me and~~ advanced by ~~Messrs Calhoun & Ward, to Rev J. A. Johnson~~, we feel that all our Claims for so much have been fully met on the score of a salary, &c &c &c — however this view may be controverted by the Syria Mission; members whereof pretend to deprecate our return to Syria.

Very faithfully Yours

William A. Benton

"

13 Cambridge Street
Boston June 15. 1871

A Stoddard Esq.
Chairman of Prudential Committee
A.B.C.F.M.

Dear Sir,

I am sorry to be obliged to refer Rev S. B. Neat's Note of May 27. 1871 saying, "We can have no conference with you, or Mr Benton in regard to (his) preposterous claim or (our) return to Syria for the fraternal action of A.B.C.F.M."

As "the Prudential Committee holds us to our agreement"; and at the expressed desire of Rev S. H. Calhoun declining amicable adjustment and friendly arbitration it was necessary and proper to submit the case, instituted

in the necessary forms for the prosecution of an individual as treasurer of the Mission, privately instructed, who should receive further instructions &c. and agree to accept as final the decision of the A. B. C. F. M. in regard to the large claim which he proposes to hold against the American Board or its agents:—

An demonstration of the account charged in the petition examination whereof was final in open court; for $12.038 16/100 salary with interest on demand January 1868. Petition and denial are sufficient to carry the case to the jury, without further discussion or delay to enforce "the payment" of salary &c

Very fraternally yours,

William A. Benton

Rec Wm A Benton
to Mr. Stoddard
Boston June 18. 71
Rec'd - June 20.

Rev. W. A. Benton
4 Library Street
New Haven Conn
June 21. 1871

Rev S. B. Treat Rec'd June 22.

My Dear Sir,

I hope that you do not regard Mr Benton responsible for your theory of unbalanced intellect or such unsoundness of mind alleged against me as not to render me accountable for my conduct –

Mr B is not responsible either for the sermons I have preached or the letters I have written: nor the request I have sent for $250 in advance on the score of what may be due to me in account of June 1st or 30th mailed from yesterday's date –

You and Mr Ward and the Syria Mission in regard to

its individual members
and Treasurer, Rev S. H Calhoun
as well as the Prudential Committee
and A. B. C. F. M and Hon J. A Johnson
U. S. Consul General at Beirut
Syria and his brother, and
the Court. He can and must
do as you please whether
it be right or wrong —

In entire concurrence with
the Syria Mission in the opinion
expressed in a hundred documents
Instructions received from the
Prudential Committee pledge
the Honor and duty to continue
the payment of Mr Beaton's
salary &c

On the side of Rev S. H Calhoun
and his associates in Syria
Amicable adjustment and
friendly arbitration have
been declined and the case
submitted for judicial decision —

The Action of the Court remains as sufficient security for the payment of what may be found due on demand of salary, interest &c or damages.

Invited to come to this Country, however or wherever released from A B C & Co. I have presented the account on mutual agreement of the parties at trial for a withdrawal of the claim against Mr C, which it was necessary and proper for you to admit and suggest that we must "profess to hold against A B C & Co" in the Journal of said Court.

On the strength of the official assurance of a fraternal reception I came with my family to find you at the Missionary House alarmed a dentist to sue

me at No 5. (now 13) Cambridge Street July 20. 1869 to recover $100. (one hundred Dollars) And you do not admit our right to tease you &c, &c (Other Missionaries have suffered)

Certainly you have no judicial authority in the case - I say. "We can have no conference with you or Mr B." &c &c &c

Yours for the one service

William A Benton

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Rev. W. A. Benton
13 Cambridge Street
Boston July 10. 1871.

Rec'd July 19.

C. Stoddard Esq.
Chairman of Prudential Committee,
A. B. C. F. M. Boston, Mass.

Dear Sir,

Inasmuch as the Secretaries and Treasurer intimate that they "can have no conference with me or Mrs Benton in regard to the large claim which we profess to hold against A. B. C. F. M. or our return to Syria; I am sorry to be obliged to concede the right and expediency of Mrs Benton, thrice refused at the Missionary House to engage in another service in the Lord's vill — at Boston July 10. 1871.

An agreement with Rev. S. H. C. in open Court for withdrawal and abandonment of the

claim against him, the account which we propose to hold against A.B.C.F.M. remains in the Journal of that Court.—

Action of said Secretaries and Treasurer seems to have accorded entirely with unlawful action of Mr Calhoun and his associates in Syria as a mission, to withhold against positive and Executive Instructions from the Prudential Committee to "continue the payment of Mr Benton's salary";— especially the anomalous assumption of the Clerk in the Congregationalist of December 8. 1870 that the large claim which we propose to hold against the American Board of Commissioners for Foreign Missions has never had any foundation whatever whether legal or equitable.—

Of the account submitted

which follows from admitted facts as consequences in law and equity, the Clerk assumes too much as Judge in the case. Civil action in distinction from criminal action of course includes proceedings in equity, as the account according to usage of Missionaries includes estimate of salary for the year to come, as in 1859 for 1860 —

I shall be sorry to be obliged to think action instituted & submitted on charge of indebtedness proved against Revd S. H. Calhoun Treasurer must be prosecuted against the name of A. B. C. Hill —

Instructions received from the Prudential Committee in Dr Anderson's letter dated June 29. 1861 authorize me to feel and concede most cheerfully and conscientiously that in sums already received amounting to $1472 42/100 regarded

as Salary, all our claims have been fully met in the Account from July 31. 1859 to June 29 1861. How the assumption that the large claim in question has never had any foundation whatever can be true, can consist with honor and duty I know not. And ask information from the Missionary House.

It seems to involve contradiction if we should concede claims to have been met for almost two years salary which have never had any foundation whatever in the large claim which we profess to hold against A.B.C.F.M. from July 31. 1859 to December 31. 1872. on demand with interest?

I have the honor to remain for the Missionary work in Lebanon

Very Faithfully Yours,

William A. Benton

Rev. William A. Benton.

Oakdale, Ms.
August 1871.

Rec'd Aug. 9.

C. Stoddard Esquire
Chairman of Prudential Committee,
A. B. C. F. M. Boston, Ms.

Dear Sir,

Disconnected from the Syria Mission June 8. 1859 at the invitation of the Prudential Committee We returned to this Country July 10. 1859. and presented our large claim against Rev. S. H. Calhoun, v A. B. C. F. M. —

Unskilled in the necessary forms for the prosecution, proceed against Mr Calhoun as Treasurer of said Mission. At his own expressed desire, We consented to agree, and submit the case on its merits to the Court of the United States Consulate General at Beirut Syria. Early in 1868 —

The Statement of the Clerk

issued in the Congregationalist of December 8. 1870 and this note to me of May 27. 1871 appears to have sustained the desire of the defendant; - and the judicial effect of our agreement for a withdrawal of the claim against him - in his personal liabilities —

In this issue, disconnected from the Syria Mission June 8 1869 nothing is said of our official "separation from A.B.C.F.M."; - or "payment of authorized salary"; - or action instituted and submitted at the expressed desire of Mr Calhoun in a civil action against him or A.B.C.F.M. - Early in 1868.

Without the sanction and against the wishes of the undersigned committee, citizens of the United States can if they will receive donations

for the Missionary work. How or Why have we "acted without the sanction or against the wishes of the Committee" in receiving donations for the Missionary work in Lebanon to which we have been ordained and solemnly consecrated our lives? ——

The Syria Mission has been transferred from the American to the Presbyterian Board. Some or all of the Missionaries after, as well as before the transfer of the Mission, deprecate our return to Syria - and why? "Who is responsible for this opposition and antagonism? against instructions from the Prudential Committee? against our convictions of duty? against action of the Known Rule of the Court? against the great law

of obligation to perform contracts, and feel as all parties should that they are, and have been only discharging their due personal obligations, etc?—

Our cordial thanks are due to the Prudential Committee for instructions in which we think that all has been done for our respect, past or future, which the claims of common justice and Christian humanity demanded — The contract is personal for life of the Lord Will;— or executive release if it may please A. B. C. Fill. —

Denials or statements against evidence in demonstration of the truth and account charged in the petition must be irrelevant.

Very Respectfully Yours
William A. Benton

Rev. N. A. Benton,
Oakdale, Ms.
August 1871.

Rec'd Sep. 18.

Hon R. Hardy.

Dear Sir

I am sorry to be obliged to refer the subject of my communication, this date, to Mr Stoddard, for the decision of the Prudential Committee or Corporate Members A.B.C.F.M. —

The statement of the Clerk by order of the Committee in the Congregationalist Dec 8. 1870 may seem to be necessary and proper for transition of the large claim charged, proved and submitted in the petition against S. H. Calhoun & A.B.C.F.M. Honor and duty constrain us to acquiesce in the official action of the Committee.

to appoint, designate, support
release, and advise or invite
missionaries of the Board just
as they please. I am encouraged
to hope and expect that the
necessity to advise us to act
in violation of honor, conscience
and duty was not action to recall
but simply to invite us to
their country. We returned
to Syria early in 1853 with the
expectation to reside at Shemlan
and labor for the missionary
work in Lebanon.

Dr Anderson promised us
in 1855 that "the Prudential
Committee will sustain us"
and wrote us October 19. 1859
that "the mission will of
course make provision
for our necessities".

And the sub Committee

assured us July 21. 1869 that "the A B C's will will redeem all their pledges" - instructions pledge the performance of "all that the claims of common justice and Christian Humanity demanded" "The payment of Mr Benton's salary at the rate of $750 per annum", has been demanded & withheld from the Summer of 1859 -

In the minute of June 1860 "the Treasurer of the Mission was privately instructed to continue the payment", but would not agree. - However he "has always felt that the matter was substantially left to his own Responsibility" - &c. So do we have confined "the Charge for indebtedness" to said Treasurer in a civil action including proceedings in Equity as well as in law.

On the issue of Dec 8. 1870
Your Clerk wrote to say that
"The large claim which we
propose to hold against ABCFM
has never had any foundation
whatever whether legal or
Equitable". Refer all that the
"claims of common justice
and Christian Humanity de-
manded" of you please to
the Court Chosen by your
authorized Agent in Syria
to adjudicate the case. Pleas
should be confined as closely as
possible to the averments
and the denials. When the foundations
are destroyed or denied what
can Citizens do? Please
kindly inform and oblige
Yours in Christian Love
William A. Benton

For the Congregationalist

A. B. C. F. M.

Rev William A. Benton formerly of the Syria Mission disconnected therefrom June 8. 1859 at the invitation of the Prudential Committee returned to this Country with his family July 10. 1869 –

The large claim held against A. B. C. F. M. was instituted in the necessary form for the prosecution early in 1868, proved against Rev S. H. Calhoun as Treasurer of the Syria Mission, and at his own expressed desire submitted its merits to the Court of the United States Consulate General at Beirut Syria to be determined according to law and equity in a civil action –

The Court stated the judicial effect –

of this agreement, decided in favor of defendant and plaintiff was condemned in costs.

Interest at the legal rate in Virginia, it is understood, is payable quarterly in advance from the commencement of proceedings in all civil cases between citizens of the United States who travel or dwell in Turkey —

In view of these facts and of $1474 42/100 salary already received from said Treasurer, we feel that all our claims on the subject for so much have been fully met in the account from July 31 1859 to June 29, 1861 —

The large claim includes of course those inferior claims on the subject of salary as the whole includes its several parts. Our claim involves the civil

Right of a Citizen, whether as a Missionary of A.B.C.F.M. or otherwise to accept as final donation for the Missionary work in Syria to which we have been ordained, and have consecrated all our energies for this life if the Lord will —

The Statement of the Clerk by order of the Prudential Committee issued in the Congregationalist of December 8. 1870 and his note to me of May 27. 1871 suppressed the principal facts of the case in which J. N. A. Benton Citizen of the United States was obliged to represent that S. H. Calhoun Citizen of the United States, January 1. 1868 was indebted to me $12.038 $\frac{16}{100}$ salary, on demand with interest, payment whereof

claim to have been fraudulently withheld from me by said Treasurer and his associates and ask the Court to enforce -

Under instructions of the Judicial Committee, the action of the rule of the Court and the agreement of the Parties to submit the case here must prejudice to hold against W. B. C. & Co. the charge for indebtedness proved against Mr Colthorn in that peculiar relation which right always to subsist between the Parties at trial as Citizens of the United States — Denials of the defense against evidence in demonstration of the account charged in the petition must be irrelevant and untrue —

Respectfully Submitted

William A. Benton

Mr. A. Boulton

Rev. Wm. A. Benton,

For Congregationalist

Rec'd Aug. 9. 1871.

Rev. W. A. Benton

Messrs W. L. Greene & Co.
15 Cornhill. Boston, Mass.

Dear Sirs,

In honor and duty alike necessary and proper for all Parties and all readers will you have the goodness to introduce our response to the Statement of Rev S. B. Treat issued in the Congregationalist of Dec. 8 1870 and indicate our agreement to hold the account on date and file in the Journal of the Court at Beirut. Syria against A. B. & Full —

Please send me half a dozen copies of your paper containing your charges for the same and for the issue of our Memorial.

Very Respectfully Yours
William A. Benton

Our Response. Mr.

Rev. W. A. Benton,

Recd Aug. 9.

Private

Rev. W. A. Benton 12 Boylston St
Boston Mass
Sept 18. 1871

Rev E. K. Alden D.D.
South Boston

Rec'd Sep. 20.

Dear Sir,

As a Member of the Prudential Committee, you must know that in view of $1474 $\frac{42}{100}$ Salary already received from Rev S. H. Calhoun Treasurer of the Syria Mission in account from July 31. 1859 to June 29. 1861 we should feel that all our claims against him for so much have been fully met on the subject in accordance with instructions received from the Committee and agreement to submit the case on its merits to the Court at his expressed desire.

You must also know that the Clerk, by order of Committee issued the statement in the

Congregationalist of December 8
1870 that disconnected from
the Syria Mission June 8. 1859
in receiving donations for the
Missionary work in Lebanon
we act without the sanction
and against the wishes of the
Prudential Committee &c. &c.

Without the sanction and
against the wishes of the
Prudential Committee I have
not felt, nor intended to
concede in sums paid as
donations in Syria that any
or all of our claims on the
account of salary from 1859
to June 29. 1861 have been
fully met. Still, however,
in the kind language of
Hon L. Child July 21. 1869
we "have the right to regard
as salary the sums already
received from the Treasurer

of the Mission. Whatever others may say - and feel that all our claims (for so much) have been fully met in the account. —

You must know still more, I presume how Mr Treat wrote to say to me May 27. 1871 that the Executive Officers can have no conference with us in regard to the large account charged in the petition, and at the expressed desire of the defendant, submitted on its merits to the Court at Beirut Syria early in 1868; - or in regard to "our return to Syria" and how some gentlemen wrote to the Secretary of Boston Young Men's Christian Association in June last to prejudice them against Missionaries formerly of the Syria Mission You may be able to explain and justify before the world -

Inasmuch as it has been
represented to me that gentleman
was yourself, I have deemed
it my duty to ask respectfully
for your explanation, and
urge the necessity to confer
on the subject of your agreement
to submit the Case on its merits
to the Court, in contract
with A. B. C & M —

I am sorry to be obliged
to ask the Court to enforce
the payment of authorized
salary on demand with
interest — in the Petition,
and move that denials of
the truth, without Evidence
and against Instructions, should
be stricken from the Journal
of the Court —

I have the honor to be
very faithfully Yours
William A. Benton

Rev. W. A. Benton 12 Boldoin Street
Boston Mass.

Rev N. G. Clark, September 1871
Rec'd Sep. 29.

I have the honor and the pleasure to acknowledge your kind note of last winter in which you intimate your desire not to appear in the case between W. A. Benton, Citizen of the United States, Plaintiff, against S. H. Calhoun as Treasurer of the Syria Mission or against A. B. C. F. M.

Nor can I desire to insist upon the prosecution of the case against S. H. Calhoun or A. B. C. F. M. as defendant.

However Mr Calhoun assured me at Aleih June 1868 that Dr Clark approved his action in the Ex Parte and desire that the case should be submitted on its merits to the Court, at Beirut Syria early in 1868.-

Rev Geo A. Oviatt of Falconville

Conn. has not presented to me from Mr Treat's letter to him that the case is in the department of the Foreign Secretary - Otherwise I might conclude that our large account is against the Treasurer of A. B. C. & F. M.

On adherence to the Petition that the Court should enforce the payment. the obligations of the law that the Parties should be confined to the Allegment and the denial of the account charged in said petition. And proved against S. H. Calhoun or A. B. C. & F. M. as a Rule of said Court warrant the demand of Salary with interest payable in advance on charge for indebtedness of $12.038 $\frac{16}{100}$ Salary withheld January 1. 1868 -

Agreement to submit the case at the Ex parte desire of Mr Calhoun in action approved or allowed by you. would in

the judgment of said Court be equivalent or amount to a withdrawal or abandonment of the claim against him -

Hence arises the necessity to admit the fact in the Statement of the Clerk December 8. 1870 in regard to the large claim which we profess to hold against A. B. & Till - In the necessities and conditions of the case we ought to agree for amicable adjustment and fraternal settlement of the account charged and proved in the journal of said Court - In any settlement however we consented to agree that the sum advanced to meet the expenses and passages of myself and family to the United States should be placed at my debit. Advanced as a gratuity. Without any settlement of "salary" we gratefully accepted the sum of £200, etc -

I am surprised at the intimation May 27. 1871 that you can (or will) "have no conference with us in regard to this claim or our return to Syria" This fault is not all or mainly on the side of Plaintiff Nor can the action of the Executive, to appoint. designate. salary. and when necessary recall or release Missionaries of the Board in Foreign Countries. evinced in instructions received by the Parties at trial in a civil case. be set aside. or subverted by the Syria or any other Foreign Mission —

advised "not to think that any intentional or actual injury has been done by any one" regarding $1474 $\frac{42}{100}$ advanced on the score of authorized salary, $500 currency etc from June last I ask $200 in advance on the score of what is already due —

Very Respectfully Yours

W. A. Benton

Rev S. H. Calhoun
Treasurer. Syria Mission
A. B. C. F. M.

12. Bowdoin Street
Boston, Mass.

To William A. Benton Dr

1868		Salary and Interest	Dolls.	cts	Dolls.	cts
Jan 1	To Amount	from Dec 31st 1867			12,038.	16
Dec 31	- Interest	in 1868 -			1510	87
" "	- Salary	for 1869 -			750.	
1869	- Amount	" do			14.299	03
Dec 31	- Interest	" do			1.794	64
" "	- Salary	" 1870			750	
1870	- Amount	" do			16.843	67
Dec 31	- Interest	" do			2114	01
" "	- Salary	" 1871			750	
1871	- Amount	" do.			19.707	68
Jan 1	Interest	1st Quarter	591	23		
April 1	do	2nd Quarter	608	96		
July 1	do	3d Quarter	627	23		
Oct 1.	do	4th Quarter	644	05	2.473	47
" "	Amount	at this date,			22.181	15

L. S. Wardsqr
Treas. A. B. C. F. M.
September 30. 1871 -

Respectfully Submitted
William A. Benton

Lyceum Magazine.

SPECIAL CIRCULAR OF THE BOSTON LYCEUM BUREAU.

A SPECIAL CIRCULAR.

To the Churches and Sunday schools in New England.

BOSTON, August, 1871.

THE BOSTON LYCEUM BUREAU desires to call the attention of the pastors of churches, and the superintendents of Sunday schools in New England, to the

LECTURES ON PALESTINE,

and on Syrian Life, by Mrs. WM. A. BENTON, of which the titles and a synopsis are subjoined.

Mrs. Benton has resided, with her husband, Rev. Wm. A. Benton, for more than twenty years as American missionary in the Holy Land.

As Syrian life and manners have hardly changed since the days of the apostles, any graphic and truthful account of the present life and manners of the people of Palestine gives the most vivid and instructive commentary of the times when the Christian religion was established.

Mrs. Benton (we know from having heard her lecture, no less than from a host of testimonies) has the rare gift of holding audiences of young people spellbound by her picturesque, yet unpretending, eloquence. She reproduces the customs and life of Syria, as it may be seen to-day, so vividly and with such interesting anecdote, that she makes every one *see* the people among whom Christ preached, and the country in which "he went about continually doing good," and from the scenery and customs of which he drew his illustrations of moral truth.

Superintendents often confess that something is needed to infuse new life into the Sunday-school system. We suggest, whether this vital interest so greatly desired, may not be found in lectures by able speakers, — not preachers, but *narrators*, — who shall at once delight and instruct the pupils by descriptions of life, customs, and manners in the Bible lands.

Mrs. Benton, we feel safe in guaranteeing our correspondents, will perform this function as few lecturers available to the Sunday schools of the country are capable of doing.

We do not suggest a series of Sunday-evening lectures merely, but either a single lecture or a series on week-day evenings also, when the whole congregation can attend as well as the pupils of the schools.

We give below a skeleton outline of her lectures: —

LECTURE I. — NORTHERN SYRIA.

SYNOPSIS. Aleppo. — Voyage. — Gibraltar. — Floating Oranges. — The Port, Alexandretta. — The Caravan. — Sheikh Ahmed. — Pass of Issus. — Beilan. — The Plains of Antioch. — City of Antioch. — River Orontes. — Turcoman Tents and Women. — Night at Tramerneen. — Sheikh Saïd and his Hospitality. — First View of Aleppo. — The Wall. — The Gates. — The Covered City. — The Houses. — The Ladies. — The Water-Peddler. — The Mosques. — The Mosque of Holy Cats. — The Insurrection. — The First School in Aleppo. — Muksie Hanna.

LECTURE II. — MOUNT LEBANON.

SYNOPSIS. The Voyage. — The First View of the Mountains. — The Port. — Beyroot and its Surroundings. — The Landing. — The Old City. — The Present Aspect of the City. — The Donkeys. — The Ride up the Mountains. — The Fountains. — The Shepherds. — The Sheep and Goats. — Our Mountain Home. — Our Little Boys. — Story of Mr. Everlasting. — Steadfastness and his Five Daughters. — The Mixed Populations of Mount Lebanon. — How they don't like the Girls. — Woman's Rights on Lebanon. — Im Hassein and the Knife. — Medical Practice. — The Priest who sold the Widow's Donkey. — The Story of Assaad Abdullah and his Wife Merriam. — The Wedding.

LECTURE III. — MOUNT LEBANON (Continued.)

SYNOPSIS. The Seventy Druse Sheikhs. — Our Expulsion from Zahleh by Stoning. — The Turkish Agha. — Old Sheikh Ibrahim. — The Boasting Zahleans. Visit of the American Ambassador. — War of 1860. Massacres at Hasbiyeh. — Massacres at Dier el Komr. — Terrible Massacre at Damascus. — The Influence of Abd el Kader. — The poor Damascenes on the Road. — How we were Preserved in the Midst of the Fire. — Fifteen Villages Burning at once in our Sight. — Old Sheikh Abu Yusif Hamdan Bil Minni. — His Death. — Death of Sheikh Yusif Abdel Melik. — The Schools.

LECTURE IV. — THE SCHOOLS (Continued).

SYNOPSIS. Mr. Lowthian. — Elijah and Solomon Sabebey. — Our Little Girls in the Boxes, going over the Mountains. — Story of Georgus Sobra, or the Arab Orphan Boy. — Great Funerals, and how they bury the Dead. — How our Baby died one Night. — Story of Im Assaf. — Story of Assaad el Shidiaak. — The Husks the Prodigal Son desired to eat. — The Barren Fig-tree. — The Vintage. — Making Dibs. — Autumn on Mount Lebanon.

LECTURE V. — ARAB STORIES AND BAALBEC.

SYNOPSIS. The Wonderful Ruins of Baalbec. — The Valley of the Lebanon. — The Two Judges and the Watch. — Noah's Grave. — The Arab Sheikh and his Beautiful Mare. — Emeer Bishir and the Poisoned Cakes. — Emeer Bishir and the Woman that slept in the Path. — Emeer Bishir and the Figs. — Visit to the Grand Old Cedars of Lebanon.

LECTURE VI. — JERUSALEM.

SYNOPSIS. The Port. — Jaffa. — The Plain of Sharon. — Rose of Sharon. — Rumleh. — The Place where Joshua commanded the Sun to stand still, while he fought the Battles of the Lord. — The Valley where David got the Pebbles to slay the Giant of Gath. — The First View of the Holy City. — The Wall. — The Gates. — Mount Zion. — Church of Holy Sepulchre. — Mosque of Omar. — Excavations. — The Jews Wailing-Place. — Lepers. — Bethlehem. — Pools of Solomon. — Return to the City. — The Dogs outside the Gate. — St. Stephen's Gate. — Brook Kidron. — The Bridge. — Garden of Gethsemane. — Mount of Olives. — Bethany. — Valley of the Jordan. — Dead Sea. — Jericho. — Galilee. — Mount Hermon. — Damascus.

LECTURE VII. — OLD LAND OF BASHAN.

SYNOPSIS. Cities hewn in the Rock. — Camels. — Sheep and Goats. — Butter, and how they make it. — Woman's Life in Bashan. — Ismiel el Atrash. — Sheikh Haleel the Druse. — Dinner with the Bedouin. — Butter and Honey in a lordly Dish. — Scene by the Fountain. — Ruins of Suweideh. — Sheikh Wakid el Hamdan. — His Princely Entertainment.

LECTURE VIII. — EGYPT.

SYNOPSIS. Alexandria. — Nile. — The Reeds shaken by the Wind. — Moses by the Nile. — Fields of Sugar-cane on the Banks of the Nile. — Women of Egypt. — Cairo. — The Pyramids. — Boats on the Nile. — Miss Whately and her Schools. — The Plagues of Egypt. — How the Frogs got into the Ovens. — The Court of the Viceroy.

LECTURE IX. — MALTA.

SYNOPSIS. Its Wonderful Fortresses. — The Streets. — The Beautiful Florianna. — The Old Arsenal of the Knights. — The Coat of Mail. — The Capuchin Convent. — The Baked Monks. — The Charnel House. — The English Burial-Place. — How the Poor are buried. — A Little about Smyrna. — The Old Castle on the Hill. — The Porters. — The Cypress-Tree.

CREDENTIALS.

UNDER date of United-States Consulate at Jerusalem, April 27, 1869, our then consuls of Jerusalem, Cairo, and Beyroot, united in a very flattering joint-letter, laudatory of the missionary zeal and fidelity of Mr. and Mrs. Benton, and speaking of their self-sacrificing and efficient services to both foreigners and natives, more especially during the massacres in Syria of 1860, when many hundreds of people owed their lives to them.

Charles A. Roundy, of the Union Temple Baptist Sabbath School, writes, and Rev. Dr. Fulton indorses, as follows: —

BOSTON, June 30, 1871.

Having listened to an address by Mrs. Benton, late of Syria, delivered recently before our Sunday School, in Tremont Temple, it affords me great pleasure to state that she was listened to by all — both teachers and scholars — with unfeigned delight, and much profit. Her stock of valuable information seems inexhaustible, and her manner of delivery easy and conversational.

It will afford any audience of young or older persons entertainment and instruction combined, to listen to her, and increase their interest in the study of sacred history. CHARLES A. ROUNDY,

Assist. Superintendent Union Temple Bap. S. S.

I am glad to indorse what my brother Roundy has said.

JUSTIN D. FULTON.

Stephen G. Deblois, Esq., writes of Mr. and Mrs. Benton as "remarkably adapted to lecturing upon that remarkable land, and showing God's work. If you can arrange for lectures, it will aid God's work."

Rev. Angelo Carrol, pastor Grace Methodist-Episcopal church, Boston, writes, "Mrs. Benton's lectures, given from personal missionary experience, are instructive and entertaining to Sabbath schools; while they cannot fail to be highly appreciated by the most discriminating audiences of the lyceum. I believe that the widest lecture-field will not exceed her merits."

Rev. N. A. HYDE, superintendent of churches of the congregational order in the State of Indiana, writes, "They have interested us very much in their lectures. . . . Mrs. Benton spoke in several of the churches of this city, — Presbyterian, Congregational, and Methodist, — to large audiences. You will be interested in her addresses, and I hope your people can hear her."

During a visit to Jacksonville, Ill., after lecturing in several churches, Mr. and Mrs. Benton received the following indorsement by all the clergy of the town, — this as well as all the others being entirely unsolicited: —

MRS. BENTON'S LECTURES. — The undersigned, ministers of Clayton and vicinity, take this method of testifying our high appreciation of the disinterested and acceptable labors of Rev. Mr. and Mrs. Benton, formerly of the Syrian Mission, during their casual visit to their friends in this place. Mr. Benton's services in the pulpit, and Mrs. Benton's very effective and popular addresses in our social religious meetings and Sabbath Schools, &c., were exceedingly edifying and instructive, and were cordially approved by all classes. Mrs. Benton's three public lectures on Jerusalem, Mt. Lebanon, and Northern Syria, are unsurpassed by any thing we ever heard, on those or similar topics, in graphic and vivid delineation of Oriental character, manners, and customs, and beautiful illustrations of Scripture. We cordially commend them to the churches, and to all the friends of Biblical learning.

W. C. AVEY,
Pastor Methodist-Episcopal Church.
W. W. WHIPPLE,
Pastor Presbyterian Church.
R. K. MCCOY,
Presbyterian Minister.
P. D. VERMILLION,
Pastor Christian Church.
J. A. EDIE,
Pastor United Presbyterian Church.

JACKSONVILLE, Feb. 10, 1871.

Rev. A. Duncan (Presb.), of Mt. Sterling, Ill., in an elaborate article published in a local journal, says of her first lecture that it was "an intellectual treat of no ordinary character," — "an interesting and instructive discourse;" of her second lecture that "the house was again packed where the same eloquent lady held the people spell-bound for more then two hours with a lecture on Jaffa, Jerusalem, Bethlehem, Jericho, the Dead Sea, the Jordan, the Sea of Galilee, Mt. Hermon, and the Cedars of Labanon. Mrs. Benton held us as by magic, closing with various incidents, some amusing, some thrilling, — all so instructive and interesting as not easily to be forgotten."

Rev. Dr. Darling (Baptist) furnished a flattering account of Mrs. Benton's lectures in Newark, N.J., to the leading journal there, in which he says, "that she enchained the audience for upwards of an hour in a discourse of unusual brilliancy and interest, sketching in fluent and graceful language the lands of the Bible. . . . Not the least important part of this interesting and instructive discourse was the light shed by this and many other of the lecturer's explanations upon obscure and difficult portions of the Old Testament. It is seldom that a lecture of so much real interest and value to the biblical student and friend of missions has been heard in the city of Newark. The audience, among whom were several of our Newark pastors and one New-York pastor, were much interested; and the opinion was freely expressed, that our Young Men's Christian Associations throughout the land would be greatly benefited by a visit from Mrs. Benton."

Rev. Edward Taylor, D.D., of Binghampton, N.Y., in a local journal, spoke of her "very eloquent discourse, in which she held the crowded audience an hour and a half."

We have also numerous eulogistic notices from the press, which confirm these individual judgments.

Mrs. Benton will begin to lecture for Sunday schools and churches, or lyceums, in September next.

TERMS, — from $30 to $50 for a single lecture; but a liberal arrangement will be made for a series.

Early applications should be made. Correspondents, in addressing us, should state the seating capacity of the hall, or vestry, or church, in which they desire Mrs. Benton to speak.

Address, REDPATH & FALL,
BOSTON LYCEUM BUREAU,
36 *Bromfield Street,*
BOSTON, Mass.

Lectures of Mrs. Benton

Rec'd Sep. 20. 1871.

12. Bowdoin Street
Boston Sept 30. 1871

Rev N. G. Clark D.D.

My dear Sir,

I have the honor and pleasure herewith to refer for decision to the next annual meeting of A. B. C. F. M. the large account charged and proved in the petition against Rev S. H. Calhoun, as Treasurer of Syria Mission A. B. C. F. M. in the Journal of the Court at Beirut Syria in a civil case.

At his expressed desire I was sorry to be obliged to agree that the case should be submitted on its merits to said Court early in 1868. and understand from him in June following that Dr Clark approved his action —

Very faithfully Yours.

William A. Benton

W. A. Brewer
Apl. 30. 1871

Rev S. B. Treat
Clerk of Prudential Committee
A. B. C. F. M.

My Dear Sir,

May it please the Prudential Committee to furnish us with a certified copy of the Report of the Business Committee against the claim for $22.181 15/100 on account of salary demanded and withheld; and the action of the Board to accept and adopt the same at the recent meeting ~~Meeting~~ at Salem Thursday afternoon October 5. 1871 —

"When defendant elects to abide the issue of his own simple denial we understand that the Court will assess the amount admitted by such denial as damages and interest thereon"

With best respects to the Committee

Dear Sir, I am very faithfully Yours

William A. Benton

Rev. N. A. Benton

Rec'd Oct. 10. 1871

Copy.

U.S. Consulate General
Beirout February 15. 1868

Sir.

Your presence at the Consular Court is desired, on the 26th inst, at 12 o'clock, noon, in the matter of your petition against Mrs Halhoun which will come up at that time for a preliminary hearing.

Your attention is called to the following Rule No 11

"Parties shall at trial be confined as closely as may be to the averments and denials of ~~the~~ statement and answer which shall not be altered, after filing except on leave granted in open Court.

Yours Respectfully
(Signed) J. Aug. Johnson

Rev. W. A. Benton

J. A. Johnson to Rev. W. A. Benton, Beirut, Feb. 15, 1868

Recd. Oct. 10. 1871

Copy.

Rev. N. A. Benton 12 Bowdoin Street
Boston Mass
October 1871

Rev N. G. Clark. D.D.

My dear Sir. Rec'd Oct. 13.

No person in Mechanics Hall at Salem, Thursday afternoon October 5. 1871 could have listened with more painful interest than myself to the Reports and resolution of the Business Committee against the claims and protests of Rev Geo B. Nutting and myself formerly of the Mission in Turkey, Western Asia. This Resolution declares that it is held by the Board to be the duty of the Prudential Committee to the individual missionary to his brethren in the same field and to the churches which support him. to recall such missionary who from any cause fails to work harmoniously with his brethren, and make such provision for himself and family

as may be deemed Equitable in view of his necessities and period of service. In some cases if not in these it will be evident that harmony is impossible.

Now this action of A. B. C. F. M. may be against our personal responsibilities to Christ, and against the liberty of the Churches which support us to act for themselves, and even against the pledge of the Board in instructions from the Prudential Committee on the subject of a salary payment whereof "the Treasurer of the Mission was privately instructed to continue at the rate of $750 per annum" etc

This action seems to accord entirely with the declaration of Mr Calhoun to me Jan 24. 1859: "It is certain whether it is

right — or wrong that a Majority should govern; and that you can not. no one could bear up against the United Testimony of the Mission — And the Mission can set aside Instructions received from the Prudential Committee on the subject of "Salary" However incautiously or even officially the word may be used —

Besides this impossibility of any Missionary to harmonize and agree with his brethren. the Treasurer of the Mission under Instructions to Continue, advising with his associates may decide to withhold the payment of such Missionary or Citizen's Salary on demand. and desire in Open Court that the case should be submitted on its merits for the prosecution of the Defendant as Treasurer of the Mission —

Instituted and submitted in a civil Action which in the System inaugurated by the Code includes proceedings in Equity. the word "civil" is in distinction from "criminal" in the Case of "W. A Benton. Citizen of the United States. Plaintiff against J. H Calhoun. Citizen of the United States. defendant on Charge for indebtedness of $12.038 16/100 proved against said defendant in open Court at Beirut Syria early in 1868. and at his expressed desire submitted on its merits to said Court—

So Missionaries from Western Asia join Missionaries of the Board in Japan asking that in view of the facts the Board at this meeting would act, or allow some action by the Government of the United States in the Matter of which you are appointed a Commissioner—

Very Respectfully Yours

W A. Benton

W. A. Buckout

Rev John A. Means D.D.
Recording Secretary

My Dear Sir,

I thank you for copy of the Report presented by the Business Committee at the Annual Meeting of A. B. C. F. M. Salem, Mass, received at Bowdoin Street. Boston this Thursday Afternoon October 19. 1871.

I am surprised that the Committee pronounce what the Secretaries of A. B. C. F. M. and its Treasurer seem to have assumed without Evidence that "a final settlement was made at the Missionary House in Boston July 21. 1869"

Nothing of a final settlement was said in the paper signed with the Understanding that we have the right to regard as salary $1474.42 in gold, whatever others may say!

and to feel on this subject that all our claims have been fully met to June 29. 1861 if the Prudential Committee agree.

It was no discharge for any claims except "salary" in the sums already received from Rev S. H. Calhoun privately instructed to continue the payment of Mr Benton's Salary" etc

I am surprised that the Committee consider this legally and morally conclusive against the claim for $22.187.15 salary on demand from July 31. 1859 with interest at U.S legal rate in Turkey.—

Instituted in the necessary forms for the prosecution of an individual, and submitted at his expressed desire as Treasurer of said Mission I hold the account charged and proved in the petition

against the defendant
Rev S. H. Calhoun or A. B. C. F. M.

Confined to the assertment that payment has been demanded and withheld. I am amazed at the reluctance of the Missionaries Board in accordance with Instructions and agree to continue the payment of authorized Salary, and at their recommendation to give my note for two Hundred Pounds to Mr J. A Johnson U S. Consul to return to this Country and afterwards to protest against our return to Syria before said Mission was transferred to the Presbyterian Board. Hence the claim

Very Respectfully Yours
W. A. Benton
"

12 Bowdoin St.
Boston Mass.
October 29. 1871

Cambridge Mass.
October 19. 1859

1871

Rev N. G. Clark D.D.

My dear Sir,

In view of Corporate action at Salem October 5. 1871 I am obliged, and have the honor to represent "A claim upon the treasury of A B C F M for the sum of $25.809.20 on account of Salary" from the Summer of 1859. Payment whereof having been demanded and withheld by the Syria Mission I ask the Prudential Committee to continue.

This account includes estimates of Salary and interest at the authorized rates for the present year on charge for indebtedness proved against your former Agent in Syria, at whose expressed desire and responsibility I have submitted the case on its merits to the U. S. Consular Court, Beirut Syria.

On payment of Salary, it was our proposition or agreement to withdraw all our protests and claims against the Treasurer of the Mission etc in accordance with his instructions, incorporated in the Executive Action of June 29. 1861 to "Continue the payment of Mr Benton's Salary at the rate of $750 per annum".

Action, denial, and protest against the payment: against the truth of the account sworn, examined, proved and filed against him as Treasurer of the Mission in open Court; against justice and humanity; against right to regard as salary the sums already received June 29. 1861; and against liberty for our return to prosecute the Missionary work in Lebanon, I must refer, in a civil case, to the Judential Committee.

If there can be no occasion

for further Conference in view of past action, and the sum of $25.809.20 on account of Salaries; & present 7/30. in Estimate of Salary 1873 Nr. Amount $26.559.20 on Charge of indebtedness proved against your former Agent in Syria.

We Cheerfully Acknowledge at the Missionary House in Boston July 21. 1869 the sum already received June 29. 1861 on account of Salaries at that time due us as Missionaries formerly in Connection with its Syria Mission, whatever others may say.

We gratefully accepted at the same time the payments announced for my private note to Consul General Johnson of Two hundred pounds Sterling and five hundred dollars in Currency on the same account appended to the petition, however denied by the brethren in Syria —

Confined to the petition, and

agreement to submit the case, on its merits, I have the honor to suggest, and respectfully move that denial should be stricken out of the journal of the Court;- and protest against our liberty should be refused in the action of October last; and our fraternal request for leave in writing of the Board to return to Syria for the Missionary work in Lebanon should be entertained and granted by the Committee. And the order given by the Principal to the Agent - in relation to the business of his Agency - payment of authorized salary - is the order and action of A.B.C.F.M.-

Very truly Yours

William A. Benton

Appeal.

12 Bowdoin Street
Boston October 30. 1871

Prudential Committee
A. B. C. F. M.

Honored Fathers and Brethren in the Lord,

On the score and account for $22.181.15 salary on demand with interest filed and held at the desire of the defendant in a civil action before the Court at Beirut, Syria, We ask if it may please your honorable Board to confer and agree with us for an advance of $757 salary payment whereof we claim to have been unlawfully withheld from us by the Syria Mission.

Requesting to know your pleasure at the earliest convenient date We remain,

Very Respectfully Yours,
W. A. Benton
L. G. Benton

Rev. W. A. Benton

Boston Oct. 30. 1871.

Rec'd Nov. 1.

C. Stoddard Esqr.
Chairman of Prudential Committee
A. B. C. F. M. –

Dear Sir

In view of the reports and resolution adopted by A. B. C. F. M. at Salem Mass Thursday afternoon October 5. 1871 it seems necessary and proper to state that account for $22.181.15 salary on demand with interest is a charge for indebtedness proved against Rev S. H. Calhoun. Treasurer of the Syria Mission, and at his expressed desire submitted on its merits to the Court of the U. S. Consulate General at Beirut Syria. February 27. 1868. –

Instructions proved the charge for indebtedness of $12.038.16 January 1868, as well as suggested the right to regard $1474.42

Salary Already received in accordance with this order June 29. 1861 from Rev S. H. Calhoun However denied by him and his associates in Syria -

Composed simply of "Salary" and "interest" on the same, at the authorized rates the account for $22.181.15 on demand is held in the Journal of said Court on agreement for a withdrawal of the claim against said defendant in his personal liabilities. not in his official responsibility - On this claim of course we understand that no retrospective action was intended in the Executive Order of June 14. 1860 -

Now therefore we ask in advance $750 salary for 1872 on the score of what

may be found due and payable on demand for $22.931.15 salary with interest at Beirut Syria december 31. 1871 –

Adoption of said reports and resolution by the Board as a new point of departure authorizes the Prudential Committee to make provision for our necessities as circumstances require –

Also we desire leave in writing of A. Bliss, not "to be returned", unless you please. but to return to Syria at the earliest convenient opportunity if the Lord will –

Very Respectfully Yours
W. A. Benton

12 Bowdoin Street
Boston Mass. U.S.A.
October 1871 –

N.B. Please find enclosed appeal to the Committee

W.A.B.

Rev. W. A. Benton.

Boston Oct. 1871.

Rec'd Nov. 1.

Rev N. G. Clark D.D.

Dear Sir

I think it is right and expedient to submit for the considerate action of the Prudential Committee the communication herewith enclosed before it be given to the Editors and readers of the Congregationalist

"Petition and denial thereof" it is understood are sufficient to carry directly to the jury. the case submitted at the expressed desire of Mr Calhoun on its merits to the Court without further discussion

Ordained May 18. 1847 as an Evangelist to Syria

We desire to magnify the

office and "do the work of an Evangelist". We know the heart of a stranger in a strange land and among our own countrymen, and of a Missionary separated from his brethren -

In the language of President Hopkins. I am sure that the Prudential Committee always "desire to deal kindly as well as justly with all cases that come before them" -

Persuaded of this, I stated in presence of the Committee July 20. 1869 "not knowing what more they can do", etc - that in the Executive action of June 29. 1861 "all has been done that the claims of common justice and Christian Humanity demanded"

for our Comfortable support in Syria —

Instructions Constituted an order at first denied, and subsequently admitted by the Treasurer of the Syria Mission — It was admitted in open Court when he said that this order has been Countermanded —

Now therefore in accordance with instructions and agreement I ask in advance $750 on the score of $22.931.15 salary including Estimate for 1872. Whereof payment of $500, currency is hereby acknowledged to have been advanced July 21. 1869 if it may please the Honorable Committee. ——

12 Bowdoin Street
Boston Mass.
November 8. 1871

W. A. Benton

Rev. W. A. Benton.

Boston, Nov. 8. 1871.

Rec'd Nov. 14.

Rev. N. A. Benton
12 Bowdoin Street
November 10. 1871

Rec'd Nov. 14.

Rev N. G. Clark D.D.

My dear Sir,

Action of A.B.C.F.M. in adoption of the Reports and Resolution at Salem Mass. Thursday Afternoon October 3. 1871 seems to accord entirely with the official pledge of Oct. 19. 1859 that "The Mission will of course make provision for your necessities in accordance with the terms of the above Resolution;" and instructions in Dr Anderson's letter to me of June 29. 1861; and to my brother of March 7. 1865; and the transaction of July 21. 1869.

This action of the Board accords also with the Constructions put upon Dr Anderson's note, and upon our receipt; but alters

not the Executive order in the action of June 29. 1861; nor the agreement to submit the case on its merits to the Court —

Now therefore in view of $1434.42 salary, and $500 currency on the account stated of already received if the Prudential Committee approve we feel that payment of all our pecuniary claims on the subject for so much have been fully met to June 29. 1861. "The Committee consider this legally and morally conclusive against the claim" I suppose for the sums already received — Payment meets the claims —

Action in denial of obligation legal and moral supports the denial of the defendant in regard to the validity and legality of the account charged in the petition

for $12.038.16 in whole and in part, and filed in the Journal of said Court. Mr C claimed to have paid me more than 30.000 piasters ($1474.42) for charities — This was no salary — payment of

Our right to regard as salary, suggested by sub Committee July 21 1869, such payments from him as you and Mr Ward know if you would testify May bring this disagreement once for all to an end whenever you please —

Our most cordial thanks are due to the Prudential Committee for instructions to pledge payment for our necessities — Comfortable support — "salary" and other allowances.

Indebtedness charged and proved against the defendant as Treasurer of the Mission

in Open Court comprehend legal and moral obligation to pay to me authorized salary on demand with interest for the amount of $12.038.14 Early in 1868 - Examination whereof I am instructed to say was final -

On payment of salary in accordance with instructions, and revocation of the protest of all the Missionaries against our return to Syria, we agree to withdraw all our protests and claims against said defendant in his personal liabilities and official responsibility

Our account for $25.809.20 including estimates for 1872 in a civil case in the journal of said Court & think remains in the department of Foreign Secretary.

Very Respectfully Yours

W. A. Benton

Copy

Rev. W. A. Benton
For the Congregationalist
Rec'd Nov. 14, 1871.

A. B. C. F. M.

Recall of missionaries

It is held by A. B. C. F. M. to be the duty of the Prudential Committee alike to the individual Missionary, to his brethren in the same field, and to the Churches which support him, to recall such Missionary who, from any cause, fails to work harmoniously with his brethren; and to make such provision for himself and his family as circumstances require.

Whatever the intention of the Board may be in the adoption of this Resolution at Salem Mass. Thursday afternoon October 5. 1871 our account for $22.181.15 salary on demand with interest compounded at U. S. legal rate is held in the Journal of the Consular Court at Beirut Syria, on agreement for

withdrawal of the claim against Rev S. H. Calhoun, Citizen of the United States, defendant as treasurer of the Syria Mission.

Our agreement is for all parties to feel that they should discharge only their own personal obligations that they should perform only their own appropriate work (however they may agree) to submit the case on its merits to the Court; and they "should at trial be "confined as closely as may" "be to the averment and denial" "which shall not be altered after" "filing except on leave granted" "in open Court"—

Disconnected from the Syria Mission June 8. 1859 and from A.B.C.F.M June 29. 1861. in view of $1474.42 Salary already received from said treasurer.

we feel that all our pecuniary claims on the subject have been fully met for so much in the account to June 29. 1861 in accordance with the terms, intention and agreement of our Receipt July 21. 1869.

How "the Committee consider "this legally and morally conclusive "against the claim". they have not told us. If payment of salary be allowed, on this consideration, we must agree; and agreement would be equivalent and practically amount to withdrawal and abandonment of the claim against said defendant in his personal liabilities, pro tanto.

If moreover the payment of $1474.42 salary be denied, on the subject of salary payment whereof said defendant was privately instructed officially

authorized, and Executively directed to continue, let him or A.B.C. tell Explain in Open Court At Beirut Syria "the payment of Mr Benton's Salary" from June 8. to July 31. 1859, and the kind as well as just Order in the action of June 29. 1861 "to continue the" "payment of Mr Benton's Salary" "At the rate of $750 per annum", and Fraternally oblige, Etc

a Returned Missionary
Who would, but could not act harmoniously with his brethren in Syria — W.A. Benton
12. Bowdoin Street
Boston November 1871

(N.B Immediate answer is very anxiously desired —)
W.A.B.

Treasury A.B.C.F.M.

1871		To W. A. Benton				Dr	
						Dollars	Cts
Oct.	To Amount	this month				22,181.	15
Dec 31	" Salary	for	1872,			750.	
1872.	" Amount	"	do			22931	15
Jan 1	Interest	1st	Quarter	do	687	93	
April 1	do	2nd	do	do	708.	57	
July 1	do	3d	do	do	729	82	
Oct 1.	do	4th	do	do	757.	72	2878 04
	Amount						25,809 19

Rev. N. A. Benton

Boston, Nov. 1871.

Rec'd Nov. 14.

Rev. W. A. Benton.

Boston, Nov. 15. 1871.

Rec'd Nov. 16.

Rev N. G. Clark. D.D.

My dear Sir.

I have written to brethren of my association to advise what the Lord will have us to do - and said: -

"On agreement - at the expressed desire of Rev S. H Calhoun to submit the case on its merits to the Consular Court - at Beirut Syria. our claims in the journal of said Court - remain at the official or Corporate responsibility of A. B C F M: and indicate the liabilities of the mission to the individual Missionary separated from A. B. C. F. M. in a civil point of view.

Mr Calhoun. Treasurer of the Mission declined Amicable

adjustment and friendly Arbitration proposed by the Court, and said Court pronounced the necessity to determine the case according to the laws and Constitutional Code of the United States —

McCalhoun informed me at Abeih June 18. 1868 that Dr Clark in a recent letter approved his action —

Entire Concurrence of the Prudential Committee with the Mission in Opinion to submit the case on its merits to said Court obliges (or seems to oblige) the Board to adopt the account reviewed at Salem on demand or Enforcement whereof the friends of Missions may have generally supposed that the Board would do wrong

to pay.—

Transferred to another Board the protest of the Missionaries made before such transfer of the Mission against our return to resume our long residence, and "do the work of an Evangelist" in the Goodly Lebanon could not justify this wrong to exclude us from Syria as Citizens of the United States.

The action of the board it is understood is limited to the individual agent instructed, authorized, and directed, in the action of June 29. 1861, to continue the payment of Mr Bentin's salary; or to the recognized personality of A. B. C. F. M. in Syria. I was constrained to institute, prove and agree at the expressed desire of the defense to submit the case against

said defendant as Treasurer of the Mission in our civil relations as Citizens of the United States — on agreement to withdraw and abandon the claim against him in his personal liabilities

In this case, as in a mirror, the Churches which support A. B. C. F. M. may see legal as well as moral liabilities and obligations not to recall a faithful Missionary and Ambassador for Christ [for any cause whatever]. "To subvert a man in his cause the Lord approveth not" —

I am sorry to be obliged to add Estimates for "interest" as well as "salary" for 1872.

Very Respectfully Yours
W. H. Benton

12. Bowdoin Street
Boston Wednesday
November 15. 1871 —

Rev. H. A. Benton.

Boston, Nov. 20, 1871.

Rec'd Nov. 21.

Prudential Committee
A. B. C. F. M.

Hon. & Dear Brethren,

In accordance with instructions received in Dr A's letter to me of June 29, 1861 separated from A. B. C. F. M. Avg $1474.42 Salary already received from Rev S. H. Calhoun as Treasurer of the Syria Mission. We must feel that all our pecuniary claims on the subject pro tanto have been fully met in the account from July 31. 1859 to June 29, 1861.

On this agreement of course other payments follow as £200 sterling $500 currency etc as stated in the report accepted at Salem.

Having returned to this country at the invitation of the Prudential

Committee July 10. 1869 on an account for $12.038 16 Salary Charged in the petition of January 1868 was presented, on demand payment whereof claim to have been unlawfully withheld from the Summer of 1859. Instituted and submitted on its merits to the Court in a civil action against the defendant as Treasurer of the Mission. Interest of course is payable quarterly in advance from the commencement of proceedings in all civil cases between Citizens of the United States who travel or dwell in Turkey.

On this agreement to submit the case at the desire and election of said defendant to be determined according to law for enforcement of the kind as well as put order

to continue the payment etc. our account held in said Court for $22,181.15 came to be reviewed by the Business Committee who would seem to have considered the paper of July 21. 1869 conclusive against the claim.

Astonished at our large account for so many thousands of dollars the friends of foreign missions must be much more astonished at the action of A B C F M to consider $1454.42 legally and morally conclusive against the claim for more than fifteen times its amount.

I am obliged therefore to think that it was intended to consider the sums already received legally and morally conclusive against the claim for such amount whatever it is -

Our account is legal and honorable for $22.181.15
Salary on demand 750 00
Must be in estimate for $22.931.15
Amount on demand with interest in the Journal of the Court, Beirut Syria, December 31. 1871.

We therefore have and hold the account presented for $12.038.14 Charged in the Petition — $22.181.15 Reviewed at Salem; — $22931.15 including estimate for 1872: and $25.809 20 including interest as well as salary for the year to come — ready for the withdrawal and abandonment of the claim against the defendant in Syria if it may please the Prudential Committee to agree on the basis of either account

Respectfully Submitted
W. A. Benton

12 Burdett Street
Boston Mass U.S.A.
November 20. 1871

W. A. Buckingham
12 Bowdoin Street
Boston November 1871

Rev N. G. Clark D.D.
Cor. Sec. A. B. C. F. M.
My Dear Sir,

Our claim upon the treasury of A. B. C. F. M. for $22,181.15 Salary on demand with interest held in the Journal of the Court is based on the charge for indebtedness proved against Rev S. H. Calhoun, Treasurer of the Mission and at his desire submitted on its merits to said Court early in 1868.

On the suggestion from the Committee at the Missionary House in Boston July 21. 1869 that we have the right to regard as Salary $1474.42 already received from said treasurer

whatever others may say
we must feel that all our pecuniary
claims as missionaries of the Board
have been fully met on the subject
of salary to June 29. 1861. In this
regard for this sum as salary
a final settlement was made
at the Missionary House in
Boston, a few days after
our arrival July 1869. But
nothing was done upon
the claim for ten years
salary since except in
the sums advanced at that
time on the score of
a salary which I claim
to have been demanded,
and withheld by Mr Calhoun
and his associates formerly
of the Syria Mission A B C F M
from the summer of 1859 —
The denial filed in open

Court, and the protest of the Missionaries against our return to that Country have constrained me to refer the account charged in the petition for $12,038.1b indebtedness against Mr Calhoun proved by the Executive order for the immediate action of the Prudential Committee

We owe most cordial thanks for this order, and consider it legally and morally kind as well as just for the claim including estimate for 1872 -

Requesting to know the action and pleasure of the Committee, I am

Very faithfully Yours

W. A. Benton

12. Bowdoin Street
Boston November 1871

Rev N. G. Clark D.D.
My dear Sir

Whatever may be the effect intended by the action of A. B. C. F. M. in the reports and resolution adopted at Salem October 5. 1871 the account for $22.181.15 salary on demand with interest at M.S. legal rate is held in the Journal of the Court on agreement for withdrawal and abandonment of the claim against Rev S. H. Calhoun

Action in neglect of and opposition to the payment of salary demanded and withheld in Syria from the summer of 1859 must be unlawful, as well as

the protest of the brethren against our free return to resume proper missionary work in Lebanon

These liabilities of unlawful action and protest of missionaries in Syria to the plaintiff in said Court must be liabilities of the Board which supports them - Commensurate with our account for $22.181.15 in accordance with private instructions to continue the payment of Mr Benton's salary in advance -

Who is responsible for charities and gratuities paid without the sanction and against the wishes of the Prudential Committee? We ask as salary the sums already received from Mr Calhoun. and $500

Currency advanced July 21. 1869.
Salary is a Constitutional Object-
on Payment whereof in ac-
cordance with private Instructions
to the Treasurer of State Mission
the case in open Court may
be judicially finished —

The account is for $22.181.15.
Salary in Estimate — 750.
for 1872 — $22,931.15

The Report has noted the
sums paid for Charities. for
my note. and for gratuities if
the Committee consider this
legally and morally conclusive
against the claim. This
may be conclusive as the
conclusion that our connection
with A. B. C. F. M ought to be
and is accordingly dissolved —
in the action of June 29. 1861 —
Consider this receipt of $1434.42

Buchore

Conclusive against the claim for salary in account for July 31. 1859 to June 29. 1861 —

Let defendant withdraw his denial of the account in whole and in part. Let the Mission cease to pretend and declare that our perseverance should or must lead to exclusion from Syria. And review the case, at the expressed desire of the defendant, submitted in its merits to the Court. And "make provision for our necessities" pledged in resolution of October 19. 1859 and agree" to continue the payment" of authorized salary on demand —

On the matter of our petition and the denial thereof. Shall we have a conference. and fraternal adjustment of the account in said journal?

Very Respectfully Yours
W. A. Benton

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston Mass. U.S.A.

Dear Sir,

The Prudential Committee know that our large account upon the Treasury of A. B. C. F. M. held in the Journal of U.S. Consular Court at Beirut Syria is founded upon the charge for indebtedness proved against Rev S. H. Calhoun in open Court of February 26, 1868; and at his expressed desire and official responsibility the Case was submitted on its merits to said Court.

Interest compounded at U.S. legal rate in that country is payable quarterly in advance from commencement of proceedings in all Civil Cases between Citizens of the United States there,

It was therefore necessary and proper for us to present this account charged and proved in the petition against him as treasurer of the Mission formerly of A. B. C. F. M. at Salem Mass October 1871 - The Committee reviewed the charge for $22.181.15 salary on demand with interest in the Journal of said Court -

Now the construction you dear Sir, and others have put upon the financial transaction of July 21. 1869 at the Missionary House in Boston assuming that "a final settlement was made" :- the receipt of $14.74.42 salary in full already received from Rev S. H. Calhoun June 29. 1861 which "the treasurer shewed as discharging A. B. C. F. M. from all further pecuniary liability to Mr & Mrs Benton" . and our readiness

in view and acknowledgement thereof as salary to feel that all our pecuniary claims on the subject have been fully met to June 29. 1861 can be no mutual agreement of either, without consent of the other party in a civil case. However the Committee consider this legally and morally conclusive against the claim upon the treasury of A.B.C.F.M.

Request for leave in writing of the Board to resume our long residence and proper missionary work in Lebanon was not granted, nor entertained. A fraternal suggestion to require due compliance of the defendant with his private instructions on the subject authorized in the Executive action of June 29. 1861 was not noticed in the report adopted by the Board.—

The principal fact of the case, however, instituted, examined,

proved, submitted, and filed
in the Journal of said Court
[redacted] agreement for withdrawal
and abandonment of this claim
alleged and proved against Mr C
was omitted also. But it may
be sufficiently indicated in
the necessity for interest compounded
at U.S. legal rate of said Court
and examination was final.

Now therefore in accordance
with the order and action of June 29. 1861
respectfully we ask the Committee
to advance $750 salary for 1872
on the score of $22.181.15 charged
and proved in the petition against
the defendant, or treasury; and deal
kindly as well as promptly
to adjust our large claim
in the Journal of the Court

Very faithfully Yours
William A. Benton

Boston December 1871

Rev. Wm A. Benton

Boston, Dec. 1871.

Rec'd Dec. 11.

Rev N. G. Clark D.D.
For Sec. A. B. C. F. M.

My dear Sir,

I am very sorry to be obliged to agree that I have sued or intended to sue at Beirut, Syria the American Board of Commissioners for Foreign Missions. Instituted in the necessary forms for the prosecution, the charge for indebtedness in the case was proved against Rev S. H. Calhoun as Treasurer of the Mission formerly of the Board, and at his expressed desire submitted on its merits to the Consular Court at Beirut, Syria, early in 1868 as you know.

In this Agreement to submit

the case, and entire concurrence with the Mission in its opinion that it should be, the account held in the journal of said Board must be a claim upon the treasury of A. B. C. F. M.

Our right to regard as salary $1474.42 paid for charities, and to feel that all our claims have been fully met in account to June 29. 1861 on the subject as missionaries of A. B. C. F. M. was suggested and admitted July 21. 1869. On this agreement our connection with the Board in the concurrence of the Prudential Committee with the Mission in its opinion ought to be and is accordingly dissolved June 29. 1861.

It is possible to consider this legally and morally conclusive for "the payment

of Mr Benton's Salary at the rate of $750" from July 31. 1859 to June 29. 1861. Whatever others may say, however the Treasurer of the Mission may deny -

Bound on payment of Salary to withdraw all our protests and claims against said Treasurer in accordance with his private instructions we can also regard as Salary the sums advanced to pay my note for £200 (Two hundred Pounds Sterling) and interest on the same, $500 currency already received on the score of donations from the Treasury of A.B.C.F.M. -

It may be missionary and Constitutional, it must be Executive and Prudential to appropriate and regard as salary, if Mr Please donations for the missionary work in

Lebanon, Syria we lament to act if we must without the sanction and against the wishes of the Prudential Committee.

The Order is explicit and positive to "continue the payment of Mr Benton's salary" on demand with interest for $22.181.15
Add Estimate for 1872 — 750.00 —
December 31. 1871 — $22.931.15

This account in the opinion of the Mission at the expressed desire of the defendant for the whole claim rests with the Board. And we must agree to act in harmony with all the brethren in the Mission whether it be right or wrong or must be recalled from Syria

Very Respectfully Yours
William A Benton

12. Bowdoin St
Boston, Mass.
December
1871 —

12 Bowdoin Street
Boston January 1. 1872.

Rev N. G. Clark, D.D.

Dear Sir

Inasmuch as the account rendered at Salem Oct 5. 1871 for $22. 181.15 Salary on demand with interest is held in the Journal of the Court at Beirut Syria I understand that the case must be in your department as a claim upon the Treasury of A.B.C.F.M.

On the subject I have the honor and pleasure therefore to refer the account including estimates for the next year, and the facts alleged in the Repeated adopted at Salem for the Executive revision of the Prudential Committee,

Agreement to submit

the case involved the necessity to withdraw and transfer the Claim from the authorized Agent (Mr Calhoun or the Sioux Mission) to the Treasury of A.B.C.F.M. — in the Journal of said Court.

The Claim received at Salem was for indebtedness proved in Trust account. The Estimates subsequently proposed, contemplate the Claims for the Year to come. Indebtedness was for $22.181.15
Salary for 1872 — 750
Amount December 1871 $22.931.15

On this score interest quarterly in advance must exceed all the sums received before June 29, 69 and advanced July 21. 1869 — as intimated October 5. 1871 —

During the last quarter it will exceed in amount stipulated Salary for 1872. —

So it is evident that the account doubles itself at the authorized rates in less than five years on agreement of the parties at trial to submit the case confined simply to the petition and the denial thereof; Other facts must be irrelevant if I ask the Court to enforce "the payment of Mr Burton's salary at the rate of $750 per annum" -

In view of the consequences it would seem to be held by the Board to be the duty of the Prudential Committee to recall the Missionary who from any cause fails to work in harmony with his brethren.

In discharge of this our personal responsibilities to Christ

Burlne

and Conscientious Convictions of duty, the individual Missionary may decline and ask other instructions, or his release. Instructions, given for the payment of his salary may be incorporated into preliminary action for the executive separation of himself and his family from the Board as its Missionaries for the residue of his life if the Lord will. In this case, the Contract or Connection with the original parties would be unbroken, and no intentional or actual injury be done —

Our Sons Charles and Henry have left us this a.m. to return to New Haven —

Very Respectfully Yours
William A. Benton

Rev N. G. Clark, D.D.
Foreign Secretary
A.B.C.F.M. —

2/
Copy

12 Boardoin Street
Boston January 1872.

Rev N. G. Clark D.D.
Foreign Secretary A B C F M
Dear Sir,

I have the honor and pleasure from January 1. 1872 to refer our large claim upon the treasury of A B C F M in the account for $25.809.20 held in the Journal of the Court at Beirut Syria to the Prudential Committee. Also I have the honor and duty to acknowledge $1474.42 salary already received June 29. 1861; and $1388.63 advanced as gratuities July 21. 1869 subject of course to the approval or revision of said Committee.

Of this large account the foundation is the charge for indebtedness proved against Rev S. H. Calhoun as treasurer

of the Syria Mission. Formerly of A. B. C. F. M. Payment whereof has been demanded and withheld from the summer of 1859.

In Executive Separation from said Mission June 8. 1859 and from A. B. C. F. M. June 29. 1861, in view of $1474.42 Salary already received, in accordance with instructions on the subject we feel that all our pecuniary claim for the amount have been fully met to that date. And we gratefully accepted as gratuities $1327.63 advance at the Missionary House in Boston July 21. 1869.

These sums to the amount of $2806.05 salary or in advance on the score of salary authorized in the action of June 29. 1861 on demand, with interest have

been received on the account held in the Journal of said Court.

Circumstances have confined the case "simply to the Petition and the denial thereof" In this "petition I ask the Court to Enforce "the "payment of Mr Benton's salary" On this subject however, nothing was expressed in the transaction of July 21. 1869 - The terms whereof are liable to grave misapprehension and great injustice toward your "former Missionaries, resident in Mount Lebanon.

Now the Conclusion that our Connection with the Board ought to be, and is accordingly dissolved may depend upon "the payment of Mr Benton's salary to June 29. 1861". The right to be separated or separate from A. B. C. F. M.

of course must be involved. It was Executive as well as Personal.

So is the order incorporated in the action of June 29. 1861. and agreement in the terms as well as the signatures of July 21. 1869 The order is Executive and good as a Note payable on demand.

At my request therefore the Court fixed the terms of agreement and stated the effect for withdrawal and abandonment of the claim against Mr Calhoun. and its transfer from the authorized Agent to the treasury of A B C & Co

We ask the Prudential Committee for Revision and settlement of the whole case on the score of a salary payment where has been so long so unaccountably so unlawfully withheld —

Very Respectfully Yours

W. A. Benton

12 Bowdoin Street
Boston January 5 1872

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Dear Sir

In view of the corporate action of A B C F M at Salem October 5. 1871 I have the honor and pleasure to refer our claims upon the Treasury of the Board for $25.804.20 Salary on demand including Estimates for this year, with interest, to the Prudential Committee. The account reviewed at Salem. Founded on the charge for indebtedness proved against Rev S. H. Calhoun Treasurer of the Syria Mission, submitted at his desire on its merits is held in the Journal of the Court at Beirut Syria.

Our claim of course include the Estimates for the present year

at the authorized rates of "salary" and "interest". The account rendered at Salem was simply for the past claims -

The only checks to restrain the action of the defense so unlawful, and the protest of the Missionaries so amomalous, are the civil penalties indicated by interest, prosecution etc

In the matter of our petition the unlawfulness of the denial and unscrupulousness of the protest from the Treasurer and members of the Mission must be evident from their direct antagonism in action to the King as well as Executive order from the Prudential Committee on the subject. It is evident that they as a Mission would if they could set aside official instructions from the

Prudential Committee and effect our final separation from the Board. and from the work of an evangelist to Syria.

In view of this Executive order and of $1434.42 salary already received as a Missionary separated from A B C F M or otherwise confined simply to the petition, we feel that all our pecuniary claims have been fully met to June 29 1861. Whatever the brethren say or deny; and "consider this legally and morally conclusive" for the claim of $25.809.20 herewith presented.

We gratefully accepted the sums advanced as gratuities at the Missionary House in Boston July 21. 1869 on the score of what was or may be found due in the journal of said Court.

Now therefore in the case instituted in the necessary form Examined on charge for indebtedness proved against Rev S. H Calhoun as Treasurer of the Syria Mission formerly of A B C F M. and at his expressed desire submitted on its merits to the Court I have presented the account from July 1869 and from October last and from the 1st instant for the amicable adjustment and pleasure of the Prudential Committee. Reminding our request for leave in writing of the Board to return to our residence and work as missionaries in Mount Lebanon. Syria. and asking the payment of authorized salary so long demanded and withheld in said Consulate.

I am as ever.

Very Respectfully Yours

W. A. Benton

12 Bowdoin Street
Boston Ms U.S.A
January 1872

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

Dear Sir

The construction sent you from yesterday's date indicates how we ought to feel, in view of $1474.42 salary already received June 29. 1861 that all our pecuniary claims on the subject have been fully met. And that we were separated from A. B. C. F. M. -

However, instituted and submitted for the prosecution to enforce "the payment of Mr Benton's salary" the case is held in the Journal of this Court at Beirut Syria on charge for indebtedness proved against Rev S. H. Calhoun. &c

in accordance with instructions.

On this subject, we owe most cordial thanks to the Prudential Committee for the order on Mr Calhoun; and to the Consular Court for judicial examination and arbitration on agreement to submit the case. The Court stated the terms and effect of our agreement under the Rule.

On this statement it is possible to say expressly how we feel in view of $1474.42 salary as missionaries of A.B.C.F.M; and claim or concede absolute right to separate or to be separated from A.B.C.F.M.

Disposition of our brethren in Syria to deprecate and protest our return, must be lamented unless the Treasurer should receive further instructions.

Respectfully submitted
William A. Benton

P.S. I understand the examination of the charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of the Syria Mission in open Court at Beirut Syria was final. Also if you please, the transaction of July 21. 1869 at the Missionary House in Boston was amicable and final — subject of course to the official revision of the Prudential Committee. Construction should be executive, and satisfactory to effect and secure the payment of all that justice and humanity may demand in this U.S. Consulate General at Beirut in the alleged claim upon the Treasury of A. B. C. F. M.

W. A. B.

For the Committee. –

Amicable Adjustment

We expect the Prudential Committee whenever they please to approve and grant as Salary "the advance of $500 on the score of" indebtedness sworn, examined, proved and submitted in Open Court, at Beirut, Syria, against Rev S. H Calhoun as Treasurer of the Syria Mission formerly of A B C F M payment whereof "claim to have been unlawfully withheld" from July 31. 1859.

This claim is held in the Journal of said court account whereof I have presented, and the Business Committee have (reviewed) examined at Salem October 5. 1871 for $22.181.15 Salary on demand with interest at the legal rate in Syria in account with the Treasury of A. B C F M

Now I have the honor and pleasure to suggest a agreement to regard as salary the sums already received from the Treasury of A B C F M; and to abandon from the date of amicable adjustment all our subsequent claims for interest payable quarterly in advance at the legal rate in Syria to enforce "the payment of Mr Benton's Salary at the rate of $750 per annum".

The only check to restrain the action and protest of the Syria Mission against our comfortable support in Mount Lebanon, and our free return to Syria is the penalty of interest. We ask leave in writing of A B C F M to return to our residence and Missionary work at the earliest convenient opportunity in the Lord's

12. Bowdoin Street
Boston February 1. 1872

Rev. Wm A. Benton

Boston, Jan. 1872.

Rec'd Feb. 2.

12 Bowdoin Street
Boston January 10. 1872

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Dear Sir

Our Claim for $22,181.15 reviewed at Salem October 5. 1871 not including Estimates for the next year, is founded on the Charge for indebtedness proved against Rev S. H. Calhoun, as Treasurer of the Syria Mission whereof Petition to Enforce the payment is held in the Journal of the Court at Beirut Syria –

Instituted in the necessary forms and submitted on its merits to said Court, as a note payable on demand the Case is confined simply to said Petition, and the denial thereof. We are not responsible

for the facts alleged in the Report adopted at Salem and lament the action against our request to have leave in writing by A. B. C. F. M. to resume our official residence and work in Mount Lebanon.

The transfer of the mission to the Presbyterian Board and protest of the Missionaries in Syria against our return before such transfer from A. B. C. F. M. may indicate how necessary and proper it was to agree that the case should be submitted and adhere to the petition. — Of course we are not responsible for such protest against the honor and duty of a missionary.

Moreover, it was necessary and proper to negotiate

"an advance of $500 on the score of a salary" payment whereof I claim to have been unlawfully withheld from "the summer of 1859 in that country. It was necessary possible and appropriate to accept "$500 on the score of a salary" out of Court, and regard this legally and morally conclusive for the claim.

Now therefore I am obliged to refer to the Prudential Committee this claim upon the Treasury of A.B.C.F.M. for $25.809.20 salary on demand this year with interest.

Amicable adjustment and friendly arbitration being declined by the defense the Court judicially pronounced the necessity to have the case determined according to law. in the U.S. Consulate General at

Beirut Syria, Hist Ct
Fixes the terms & consequences
of the agreement at the expressed
desire of the defendant to submit
the case, and the consequent
desire of the plaintiff to yield
and adhere to the petition—

On our adherence simply
to the petition and the denial
thereof Interest at the legal rate
payable quarterly in advance is
the only check to restrain the
groundless protest and unlawful
action of the Syria Mission
formally of A. B. C. F. M.—

Very Respectfully Yours

W. A. Benton

Prudential Committee
A. B. C. F. M.

The claim of Rev W. A. Benton upon the treasury of A. B. C. F. M. reviewed at Salem October 5. 1871 for $22.181.15 contained no estimates for 1872. This claim is founded on the charge for indebtedness proved against Rev S. H. Calhoun as treasurer of the Syria Mission. Whereof petition to enforce the payment on demand is held in the Journal of the Court at Beirut Syria from January 1868 —

Unstilated in the necessary forms for the prosecution and submitted on its merits to said Court as a note payable on demand. The Court confined the case simply to the petition

N. B. Neither the Syria Mission nor "the treasury of A.B.C.F.M." can be respondent for Rev. H. Calhoun or American Board of Commissioners for Foreign Missions in the case of W. A. Benton against the defendant on oath and file in the Journal of the Court -

W. A. B.

and the denial thereof, to be determined according to law, in U.S. Consulate General at Beirut, if the Prudential Committee agree.

In adherence simply to the petition and the denial thereof, amicable adjustment and friendly arbitration being declined by the defense. The only check to restrain the groundless protest and unlawful action of said defendant and his associates known as the Syria Mission are the civil penalties of interest, prosecution etc on agreement for withdrawal and transfer of this claim from the authorized agent to the treasury of A.B.C.F.M.

Respectfully submitted
W. A. Benton

Rev. W. A. Benton

Charles Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston January 1872

Rec'd Jan. 16. 1872.

Dear Sir,

I have received no satisfactory answer to many communications addressed to you and other members of the Prudential Committee, the Secretaries and the Treasurer of A. B. C. F. M. on the subject of my case submitted on its merits to the Court of the United States Consulate General at Beirut Syria. Early in 1868. Confined simply to the petition and the denial thereof the Court stated the terms and effect of this agreement for withdrawal and transfer of the alleged claim from the authorized agent to the executor administration of A. B. C. F. M. at Beirut Syria.

Having returned to this Country at the invitation in accordance with the Instructions of your Honorable Committee, at the kind suggestion of the sub-Committee July 21. 1869 we feel that all our pecuniary claims have been fully met on the subject - for $14,74.42 Salary already received June 29. 1861. Our right to regard this Salary accords entirely with the kind as well as just order on the subject in Dr Anderson's letter to me of that date.

Advising with his associates in Syria to withhold rather than "to continue the payment of Mr Benton's Salary" the treasurer of the Mission appeared in open Court to deny the validity and legality of the account in whole and in part.

And subject this Executive

order of A. B. C. Hall —

This denial, however, alters not the truth, but accords entirely with the agreement at his expressed desire to submit the case on its merits to said Court and abide the consequences

Received at Salem Oct 5. 1871 for the account of $ 22.181.16
for the year 1872 & claim — 750.
Salary and Interest 2878.06
For the same Oct claim of $25.809.20
Leftmy the Treasury of A B C Hall
is founded on the charge for indebtedness proved against said defendant as treasurer of the Syria Mission filed in the journal of said Court.

Now therefore I have the honor and pleasure to refer the unlawful action of said Mission and its treasurer

and the groundless protest of its members in 1870 against our return to that country. For the honorable and necessary Revision of the Prudential Committee. and the consequent withdrawal and transfer of our account from said defendant to the treasury of A. B. C. F. M. - ($25.809.20)

I am sorry to be obliged to ask and urge on the score of authorized salary that the Prudential Committee will authorize and appropriate the sums already received from the treasury - ($2806.05/100)

Respectfully submitted

W. A. Benton

12. Boylston Street,
Boston Mass U.S.A
January 1872.

12 Bowdoin Street
Boston Ms. U.S.A.
January 30. 1872.

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
Dear Sir,

In our receipt of the sum of $1474.42 Salary acknowledged at the Missionary House in Boston it was intended Expressly to declare how we ought to feel that all our Claims have been fully met to June 29. 1861; and that we were separated from A.B.C.F.M.

1 We gratefully accepted the sums advanced July 21. 1869. Nothing was said or done with regard to Eight Years Salary demanded and withheld from 1861 to 1869: or the payment in accordance with private instructions. It is evident to me

however that our receipt is liable to this construction. I have expected the Prudential Committee to revise the terms of our receipt and redeem all the pledges of A. B. Tell in the case assured in that transaction.

Constrained to institute and submit the case on its merits to the Court at Beirut Syria. It was necessary proper and possible at the expressed desire of Rev. S. H. Calhoun to sue (him or) A. B. Tell in Syria if Mon approved his action.

This possible that the transaction of July 21. 1869 was intended to be amicable and final.

Amicable because in view of the law, it would be a contradiction "to make an advance of $500 on the score of a salary" payment whereof is "claim to have been unlawfully withheld" in a

Civil Case held in the Found of the Court against him as treasurer of the Mission, and Action to separate us from Arbele Pll Contained a positive order sent him from the summer of 1860; and incorporated in the Action of June 29. 1861 for our comfortable Support in Syria — and $500 pledged 1865. — And final, inasmuch as the sum of $1474.42. Salary had been already received on charge for indebtedness proved against the defendant as treasurer of the Mission; and $500 currency in advance on the second what may be found due; and 200 £ as well, and interest thereon.

Now therefore please redeem the official pledges

given in Instructions to
the Foreign Secretary Oct 19. 1859;
and to the Mission Treasury June 4 1860;
incorporated in the Action of June 29. 1861;
and the verbal promise of July 21. 1869.
and fraternally oblige.

Very Faithfully Yours
William A. Benton

Construction.

"Altho' you may not have meant it so, yet you seriously say over your signatures that you were separated from the Board June 29. 1861 and all your pecuniary claims on the Syria Mission or the Treasury of the Board that you might then have, were fully paid by what money you had received from the Board by hands of Mr Calhoun, by the draft for £200, and by $500 paid you at the time" - Is this possible? -

Having submitted copy of Receipt to a Christian friend during the last week, & received on Saturday last the Construction herewith transcribed for the kind consideration of the Prudential Committee

Rev S. B. Treat
Clerk of Prudential Committee
A.B.C.F.M. Boston Mass. U.S.A.

Dear Sir

The Business Committee at Salem October 5 1871 have reviewed the large claim on the Treasury of A.B.C.F.M. for $22.181,15
less the sums already received 2,806.05
Balance of claim over receipts $19.375,10
Add Salary in Estimate for 1872 - 750,
Amount on demands - $20.125.10
Salary with interest at U.S. legal rate held in the Journal of the Court at Beirut Syria for the present year

On this account, for the first quarter interest payable in advance due from January 1.1872 amounts to $604.25. A full month has already passed without amicable adjustment from the Committee.

The foundation of this claim is the charge for indebtedness sworn, examined, proved, and submitted as it is held in the Journal of the Court against Rev S. N. Calhoun, Treasurer of the Syria Mission, formerly of A. B. C. F. M., or against the Treasury of the Board.

How unaccountable is the united action and testimony of the Mission to set aside private and official instructions from the Prudential Committee on the subject?—

Now therefore, I ask the Committee to grant me in advance $500 on the second fa salary (payment thereof) I claim to have been unlawfully withheld from me by the Syria Mission. Oblige

Very faithfully Yours

William A. Benton

12 Bowdoin St

Boston February 1. 1872 —

Rev. W. A. Benton

Boston, Feb. 1. 1872.

Rec'd Feb. 2.

W. A. Benton

Feb. 5. 1872

Rev N. G. Clark. D.D.
Foreign Secretary A. B. C. F. M.
Boston Ms. U.S.A.

Dear Sir

For whatever reason, we separated from A. B. C. F. M. June 29. 1861. in view of the sums already received ($14742 Salary) from Rev S. H. Calhoun Treasurer of the Syria Mission, we could sincerely say, what we ought as Missionaries to feel that all our pecuniary claims have been fully met on the subject to that date. And we gratefully accepted 200 £ remitted to Syria, and $500 paid July 21. 1869.

Recieved at Salem

October 5. 1871 for $22.181.15
less the sums already paid 2.056.05
Consider the balance due $20.125.10
including salary for 1872.

Inasmuch as — $19.375.10
and estimate of salary 750
amounts to the sum of $20.125.10

On this score I ask. 500
in advance. for amicable
adjustment and withdrawal
and transfer of the account
from the authorized agent
to the Treasury of A B C Fall
of it may please the Prudential
Committee and the Lord will. —

Respectfully submitted
William A Benton

12. Bowdoin Street
Boston February 5. 1872. —

Rev S. B. Treat
Clerk of Prudential Committee
A. B. C. F. M. Boston Mass. U.S.A.

Dear Sir

Whereas you wrote me in May last - that you "can have no conference with me or Mr Benton with regard to our large claim". received at Salem October 5. 1871 for the sum of $22.181,16 and "our duty to return to Mount Lebanon, Syria";—

Now therefore I ask the Prudential Committee to grant as salary the sums already received in Syria June 29 1861; and gratefully accepted at the Missionary House in Boston July 21. 1869 in past account.

And I ask in advance

on Balance of the claim $20125.10
and interest due January 1. 1872 - 603.75
Amount of Claim " " $20728.85
if it please the Prudential
Committee to grant a Salary
$500 on the score of what is
due me in the Journal of
said Court at Beirut Syria;
within ten days from the
date of our fraternal request
of February 1. 1872 —

Enclosing a brief statement
of our claim on the treasury of
A B C F M for the consideration
of the Prudential Committee
and the Foreign Secretary
Dear Sir, I remain ever
for the one service

Very Faithfully Yours
W. A. Benton

an Agreement amicably to adjust or allow the claim. I ask my note given at Beirut to be delivered to my hand, and another paper to bear the signature of the proper individuals for a final settlement of the charge for indebtedness proved, & secured in the Journal of said Court.

W. A. B.

Rev. W. A. Benton,

Received, Feb. 6, 1872.

Rev. W. A. Benton.

Boston, Feb. 1872.

Rec'd Feb. 14.

Rev. N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

Dear Sir

Whereas the Business Committee have reviewed our claim on the Treasury of A.B.C.F.M. at Salem October 5. 1871 for the sum of $22.181.15
less claim already met 2.806.05
the balance of the claim $19.375.10
salary on demand with interest is held in the Journal of the Court at Beirut Syria.

This claim is founded on the charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of the Syria Mission formerly of the Board, and at his expressed desire. Submitted on its merits

to said Court. On this agreement with Mr Calhoun, the Court stated the judicial Effect. and interest is payable quarterly in advance.

Amicable adjustment proposed by the Court was declined by the defense. We have suggested an advance of $500 on the score of a Salary demanded and withheld in Syria from the summer of 1859.

You approved the action of Mr Calhoun to deny the validity and legality of the account in whole and in part. To express his desire that the case proved against him as Treasurer should be submitted on its merits

to the Court and to decline Amicable adjustment and friendly arbitration in open Court.

To the Claim on the Treasury of the Board for $22.181.15 received Oct. 5. 1871 is held in the Journal of said Court. Add estimates of Salary $750 and interest this year $2.878.05 for the prosecution. $3,628.05; and the Claim for 22.181.15; Amount for 1872. $25.809.20

Salary on demand with interest to enforce "the payment of Mr Benton's Salary at the rate of $750 per annum".

For Amicable adjustment $19.375.10
Salary in Estimate this year 750.
Amount January 1. 1872 — $20125.10

Judicially stated I understand the case involves a contradiction to make an advance of $500 on the score of salary which I claim to have been unjustfully withheld from me by the Syria Mission Between this, (25.809.20) and amicable adjustment 20.125.10 the difference is $5.684.10 composed of claims already met and interest in estimate for 1872.

I am obliged to rest for the case for amicable adjustment or judicial decision to the Prudential Committee

Very Respectfully Yours.

William A. Benton

12. Bowdoin Street

Boston February 1872 —

Rev. N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
Boston Mass. U.S.A.

Dear Sir,

I have presented the account held in the Journal of the Consular Court at Beirut Syria; and the Business Committee at Salem Thursday afternoon Oct 5. 1871. have reviewed the claim on the treasury of A.B.C.F.M. for $22.187.15 Salary on demand with interest compounded at U.S. legal rate from the Summer of 1859 to October last.

The Committee also have reviewed the facts of our Executive separation from the Syria Mission June 8. 1859 and from A.B.C.F.M. June 29. 1861; of our return to this Country July 10. 1869; and the receipt of $1474.42. Salary

in the account from July 31. 1859 to June 29. 1861; and £200 £. sterling. and $500 currency at the time. Moreover they intimate that "a final settlement was made at the Missionary House in Boston"; - and "Consider this legally and morally conclusive against the claim".

However no amicable adjustment of the claim appeared for $22.181.15 presented for that purpose, charged in the Petition, submitted on its merits at the expressed desire and official responsibility of Mr Calhoun and held in the Journal of said Court at Beirut Syria.

Now therefore I have the honor and pleasure to refer

agreement of the parties at trial to submit the case on its merits in open Court to the Kind and appropriate direction of the Prudential Committee. Agreement was for withdrawal and transfer of the charge for indebtedness proved against Mr Calhoun as treasurer of the Syria Mission. from him as defendant to the treasury of A.B.C.F.M.

I beg to renew the suggestion for requisition on Mr Calhoun or authorized Agent in compliance with official instruction to "continue the payment of Mr B's salary" in Syria; and most earnestly urge our united request for leave in writing of the Board

Rev. William A. Benton

Rec'd Feb. 20. 1872.

at the Earliest Convenient Opportunity to return and resume the Missionary Work in Mount Lebanon if the Lord will.

The Account unadjusted is $22.181.15
Salary for the present Year, 750.
Amount due Jan. 1. 1872 $22.931.15
Interest pr Quarter 687.93

On the score of $23.619.08 Salary on demand. With interest, I ask if it may please the Prudential Committee to grant the sums Already received from Mr Calhoun for the object specified. and once for all bring the matter to an end: and the sums advanced July 21. 1869 -

Very Respectfully Yours.
William A. Benton

Rev. Wm. A. Benton.

Boston, Feb. 26, 1872.

Received Feb. 27.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Dear Sir

On charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of the Syria Mission submitted at his expressed desire and held in the Journal of the Consular Court at Beirut Syria I have presented and the Business Committee at Salem have reviewed the claim on the Treasury of A. B. C. F. M. for $22,187.15. Salary on demand with interest compounded at the legal rate from the summer of 1869 in that country.

The only checks to restrain

the unlawful action and protest of said Treasurer and his associates in a civil case to enforce the payment of authorized salary on demand from June 1861. are the civil penalties of interest. payable quarterly in advance.

I am sorry to be obliged to aver that payment has been demanded and withheld;- and validity and legality of the account in whole and in part Mr Calhoun has denied on oath and filed his answer in the journal of said Court in denial of this claim from the summer of 1859.-

Confined simply to the petition and the denial thereof in view of $1474.42 Salary already received June 29. 1861 we feel that all our pecuniary claims have been fully met on the subject to that date But Mr Calhoun appeared to deny the validity and legality of the account in that part as well as the whole. and set aside the official instructions expressed in Dr Anderson's letter to me of June 29. 1861 -

Therefore on the claim for $22.181.15
reviewed at Salem and 750.
Salary for this year a $22.931.15
interest is for 1st Quarter 687.93
January 1. 1872 Amount $23.619.05

If the Prudential Committee
approve or sanction Mr Salary
the sums already received
from Mr Calhoun. June 29. 1861
this denial may be stricken
from the Journal of said Court.
And the Committee may restore
our connection with A. B. C. F. M.
or "Continue the payment of
Salary and other allowances
in Executive Separation
and Action of June 29. 1861
Interest payable quarterly
in advance is on demand
to enforce the payment of
Mr Benton's Salary on agreement
to submit the case at Bend. –

Very Respectfully Yours
William A. Benton

12 Boardman Street
Boston February 26. 1872

Prudential Committee
A. B. C. F. M.

In the Report adopted by the Board at Salem October 5. 1871 our claim on the Treasury of A. B. C. F. M. reviewed for $22.181.15 was presented, and claims for 2806.05 fully met were considered $19.375.10 balance due me. Salary 750. Amount for January 1872 $20.125.10 Held in the Journal of the Court, at Beirut, Syria, We thank the Committee for this review of the claim on the Treasury of A. B. C. F. M.

Our petition for leave in writing of the Board, regarded as a request to be returned could not be granted, nor entertained This impossibility we lament And the suggestion to require

the authorized Agent to comply with Private and Executive instructions was unnoticed in the report. So the claim was not amicably adjusted but the protest of the brethren was incorporated and allowed with the claim on the Treasury of A. B. C. F. M.

Obliged to submit to every ordinance of Man for the Lord's sake. I have the honor and pleasure to refer the annual accounts for fourteen years salary on demand to the kind as well as just direction of the Prudential Committee. and ask amicable adjustment & fraternal settlement

12 Bowdoin St. - Respectfully Submitted
Boston Feb. 26. 1872

William A Benton

Rev. Wm. A. Benton.

Boston, Feb. 26, 1872.

Received Feb. 27.

Rev N. G. Clark. D.D.
Foreign Secretary A.B.C.F.M.
Dear Sir,

The claim reviewed in the report, on the Treasury of A.B.C.F.M. at Salem October 5. 1871 for $22 181 15 without estimate of Salary $750.. } and interest for 1872 $2.878.05 } 3.628.05 is held in the Journal of the Court $25,809.20 on Charge for indebtedness proved against Rev S. H. Calhoun. Treasurer of the Syria Mission. Instituted and submitted on its merits to the Court at his expressed desire and election. interest is payable quarterly in advance.

Nothing was indicated in the report of this agreement to submit the case except interest compounded at the legal rate. Confined simply to the petition

For enforcement this agreement must be equivalent or amount to withdrawal and abandonment of the claim against Mr Calhoun for Amicable and fraternal adjustment. Whenever the Prudential Committee please.

It was necessary to aver that payment had been demanded and withheld make a suitable deposit & pay the costs to institute the case against Mr Calhoun or the American Board of Commissioners for Foreign Missions in said Court at Beirut Syria.

In view of the sums already received June 29. 1861 and advanced July 21. 1869 in the matter of

the petition $1474.42 salary
etc we feel that all our claims
have been fully met on the subject
pro tanto - confined simply to the
"petition and "salary". possibility
to feel and agree as we ought
in view of the sums already received
from Rev S. N. Calhoun June 29 1861
is no agreement or restitution.
In what sense "a final settlement
was made at the Missionary
House in Boston July 21. 1869"
you have not intimated in
the construction put on the
receipt of July 21. 1869 -

In the judicial statement
of the Court "agreement would
be equivalent or practically
amount to a withdrawal" etc

and obviate the necessity or disposition to protest our return to the Missionary work in Lebanon. The report seems to have sustained and encouraged the brethren in such protest as groundless as the action was unlawful.

Therefore interest is payable quarterly in advance from commencement of proceedings in the case submitted on its merits to the Court - It is the only check to restrain the unscrupulous action and zeal of Missionaries in our case.

Respectfully Submitted

W. A. Benton

12. Bowdoin Street,
Boston March 5. 1872.

Rev. W. A. Benton

Boston, March 1872

Rec'd March 11.

Rev N. G. Clark, D.D.

Dear Sir,

In consideration of the report adopted by A. B. C. F. M. at Salem October 5. 1871. I have the honor and pleasure to hold "the claim on the treasury of said Board for $22,181.15 of annual salaries with interest compounded at U.S. legal rate from the summer of 1859 held in the Journal of the Consular Court, at Beirut, Syria.

Instituted in the necessary forms for the prosecution of an individual. Amicable adjustment and friendly arbitration proposed by the Court being declined by the defendant, on demonstration

of the Charge for indebtedness proved against him as Treasurer of the Mission. Mr Calhoun Expressed his desire that the Case should be submitted on its merits to the Court. Having fixed the terms and stated the effect of the agreement, the Court decided in favor of Mr Calhoun and I was Condemned in Costs.-

Subsequently the Clerk of said Court was directed to inform me that Examination was final.- And from Commencement of Proceedings in all Civil Cases between Citizens of the United States who travel or dwell in that Country interest is payable quarterly in advance.

Therefore an agreement for withdrawal and abandonment of the Alleged claim against

Mr Calhoun in his personal liabilities,
I am obliged, for the prosecution,
to hold "the claim on the treasury
of A. B. Ladd. for $22.181.15
from October 1871; and 750.
Salary for 1872; and 2878.05
interest to the amount of $25.809.20
on demand for the present year. -

In view however of $1474.42
Salary already received June 29. 1861
we feel that all our pecuniary claims
have been fully met on the subject
to that date in the account
from July 31. 1859. And we gratefully
accepted at the time of our
receipt July 21. 1869 at the
Missionary House in Boston
200 £ Sterling to pay my note
to Mr Johnson. Consul General
at Beirut; and $ 500 currency
paid to me on the score of

a Salary Payment whereof I claim to have been unlawfully withheld from me by the Yazoo Mission.

In what sense you declare that "a final settlement was made July 21, 1869" or "Consider this legally and morally conclusive against the claim herewith presented" the Committee have given no intimation. The case of security is held in the Journal of said Court, on demand, with interest to enforce —

Now therefore for amicable adjustment and equitable settlement of the account in the case I ask a fraternal conference in behalf of the imperishable interests of Justice and Humanity.

Very faithfully Yours
William A Benton

12 Bowdoin St —
Boston March 1872 —

MRS. BENTON'S LECTURES.

THE undersigned, Ministers of Clayton and vicinity, take this method of testifying our high appreciation of the disinterested and acceptable labors of Rev. Mr. & Mrs. BENTON, formerly of the Syrian Mission, during their casual visit to their friends in this place.

Mr. BENTON'S services in the pulpit, and Mrs. BENTON'S very effective and popular addresses in our social religious meetings and Sabbath Schools, &c., were exceedingly edifying and instructive, and were cordially approved by all classes.

Mrs. BENTON'S three public lectures on Jerusalem, Mt. Lebanon and Northern Syria are unsurpassed by anything we ever heard, on those or similar topics, in graphic and vivid delineation of oriental character, manners and customs and beautiful illustrations of Scripture. We cordially commend them to the churches and to all the friends of Biblical learning.

W. C. AVEY,
Pastor of the M. E. Church.

W. W. WHIPPLE,
Pastor of the Presbyterian Church.

R. K. McCOY,
Presbyterian Minister.

P. D. VERMILLION,
Pastor Christian Church.

J. A. EDIE,
Pastor of United Presbyterian Church.

JACKSONVILLE, Feb. 10, 1871.

UNITED STATES CONSULATE,
JERUSALEM, April 27, 1869.

The undersigned American citizens, having resided for several months in Mount Lebanon, (at Bhamdun and its environs, in 1868,) are convinced that the Rev. William A. Benton and his worthy wife enjoy the esteem and entire confidence of the inhabitants of the country where they have resided for years as American missionaries.

The relations of the undersigned with the Benton's family, and the incessant praises of honorable residents in Lebanon, in their regard allow them to consider the Rev. W. A. Benton as a type of honor and delicacy and a true Christian, and Mrs. Benton as a model of kindness and evangelical charity.

The house of this Christian family has always been open, day and night, with the most hearty consolations to those who suffered either morally or physically.

Europeans and natives of Bhamdun and environs profess the greatest respect for the character of the Rev. Mr. Benton, who is considered as a noble missionary by all religious denominations; many among them owe their lives to the assiduous care of Mrs. Benton, who was a real mother to them.

During the massacres in Syria of 1860, Mr. Benton's attitude was above all praise; hundreds of people owe to him their lives.

The undersigned are able to cite the names of Europeans and natives, still resident in Lebanon, who declared to them that they would have been since a long time in the grave, had they not been preserved by the touching cares of this noble family.

V. BEAUBOUCHER,
GEO. C. TAYLOR,
JOHN J. TAYLOR.

Rev. W. A. Benton,
Boston, Mar. 25, 1872.
Rec'd. Mar. 26 —

Rev N. G. Clark D.D.

Dear Sir

I have the honor and pleasure to acknowledge receipt of your letter from Saturday last on the subject of further instructions incorporated in the action of June 29 1861. Such instructions were implied in Dr Anderson's letter to me a copy of which was sent to the treasurer to let him know that you had been separated from A.B.C.F.M. and was not therefore entitled to receive any more salary. —

So the treasurer understood it. But because of your demand on him for salary he wrote Dr Anderson to Boston for a more full statement.

You have quoted Dr Anderson's answer, on behalf of the Committee and stated that "there were positive instructions, in accordance with the language of the order in which the Treasurer was forbidden to make you any further payments. The order was thus revoked once and for all, and you can have no pretty no claim on it for salary. –

Mr Calhoun wrote me these statements: You was authorized to continue the payment to the extent of $750 etc You did what you and your associates thought was right in the existing circumstances; and that was an end of the matter. – (Nov 17. 1861)

The Committee do not at all recognize Mr Benton's claims. He must be told to Resolve this compound into position. The case of "You" is ambiguous.

(Not) You have (not) no more payments to make (to him in Syria; or

(Not) We have (not) more payments to make to You (for him) in Syria on account of A. B. & Co.

The Consul suggested the terms (for him) as possible. Admit and cancel both negatives from each, and your positive statements "instructions" of your please from Dr Anderson to Mr Calhoun:

I We have more payments to make to you: - and

II You have more payments to make for him in Syria on account of the Board - if they would only act in harmony with the order in the letter of June 29 1861

Had positive instructions have forbidden the treasurer to make any further payments, I almost ask you to explain or prove. —

If the order was thus revoked once and for all, of course we "can properly have no claim on it for salary" from its discontinuance in the Summer of 1859. - Separated from the Bispin June 8. 1859 and from A.B.C.F.M June 29. 1861.

And Child told us in your presence July 21. 1869 that we "have the right to regard as salary $1474.42 already received June 29. 1861, whatever others may say: be assured that the Board will redeem all their pledges, etc.

Therefore please consult - agree, inform and greatly oblige

Your brother in the Lord

12 Bowdoin Street W. A. Benton

Boston March 25. 1872

Rev N. G. Clark D.D.

Dear Sir,

In consideration of the executive order on Rev S. H. Calhoun given in Dr Anderson's letter to me of June 29. 1861. You say that because of my demand on him for salary. he wrote to Boston. to Dr Anderson for a more full statement. You quote Dr A's answer and think here positive instructions have forbidden the Treasurer to make me any more payments the order was thus revoked. and we have no claim on it for salary.

If the order was thus revoked it is not possible to feel that all our pecuniary claims have been fully met on the subject of "salary" to the time of our separation from the Board or to acquiesce in

the action of June 29. 1861 that our connection ought to be and is accordingly dissolved -

Very Respectfully Yours -
William A. Benton

12. Bowdoin Street
Boston March 1872

Salem October 5. 1871 -

Account Rendered for $22.181.15 -
Salary for 1872 - 750.
Amount Jan 1. do. $22.931.15
Interest 1st Quarter 687.93
Amount " do $23. 619 08
Interest 2nd do. 708.57

Unless we come to amicable or judicial settlement during the first quarter - W.A.B

12 Bowdoin Street
Boston March 22. 1872

Ans. 24

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My Dear Sir,

Herewith I send you a copy of the Executive order on Rev S. H. Calhoun. in Dr Anderson's letter to me of June 29. 1861. positively to "continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria or until the treasurer should receive further instructions from the Committee on the subject." –

On the strength of this order, kind as well as just for our comfortable support in Syria as missionaries of

A. B. C. F. M. We could most cordially acquiesce in the action to separate us from the Board.-

Introduced as evidence in support of the alleged claim the Consular Court at Beirut Syria decided that this order proved the charge for indebtedness against Mr Calhoun as treasurer of the Mission, February 26. 1868. But at his expressed desire that the case, on demonstration of the account should be submitted on its merits to the Court, I consented to act in harmony with him and submit the case. The Court fixed the terms and stated the effect of this agreement for withdrawal of the claim against him in his personal liabilities — February 27. 1868. -

Nord therefore, subordinate to the action of said Court for such withdrawal and abandonment having returned to this Country at the invitation of the Prudential Committee, I have presented to the Accounts held in the Journal of said Court, reviewed at Salem October 5. 1871 for $22.181.15 claim upon the Treasury of the Board, on accounts of Salaries for ten years past at the rate of $750 per annum with interest compounded at U.S. legal rate of twelve per cent per annum from suspension of payment July 31, 1859. —

And from commencement of proceedings in all civil cases between Citizens of the United States who travel or dwell in that

Country, interest is payable quarterly in advance.

A compliance of Mr Calhoun with this order & with the pledge that "the Mission will of course make provision for our necessities in accordance with the terms of the above resolution", (October 19. 1859) would have met the charge for indebtedness proved against him in the Journal of the Court,

Permit me to refer you for full information of this order to the former Secretary as instructed, and to the Prudential Committee

I have the honor and pleasure to hold this large claim upon the treasury of A.B.C.F.M. in the Journal of said Court if you approve.

Very Respectfully Yours
William A. Benton

Copy.

U. S. Consulate General
Beirut Feby 15. 1868

Sir

Your presence at the Consular Court is desired on the 26th inst. at 12 o clock, noon, in the matter of your petition against Mr S. H. Cochrane, which will come up at that time for a preliminary hearing

Your attention is called to the following Rule No 11

"Parties should at trial be confined as closely as may be to the averments and denials of the statement and answer which shall not be altered after filing except on leave granted in open Court"

Yours Respectfully
(signed) J. Aug. Johnson

Rev Wm A. Benton

12 Bowdoin Street
Boston Saturday
March 23. 1872

Rev N. G. Clark D.D. W A [illegible]

My Dear Sir

I have sent you from yesterday's date copy of the Executive order on the strength whereof it was necessary to aver that payment had been demanded and withheld, and institute and submit the case on its merits in the necessary forms against Mr Calhoun. or A. B & Co.

Herewith I have the honor to submit the rule of the Court in accordance therewith it was my duty to agree in open Court to submit the case.

I was surprised to hear what you said yesterday

and feel that it is my duty to remind you that in a letter of the Consul General February 1864 I was instructed in the forms for the prosecution of an individual In May 1868 I was instructed that the examination which took place February 1868 was final.

Please consult Dr Anderson and the Prudential Committee for transfer of the claim from Mr Calhoun to the Treasury of the Board, and amicable adjustment of the account of salaries payment whereof I claim to have been unlawfully withheld from July 31. 1859 inclusive at Salem October 5. 1871

Very faithfully yours

W. A. Benton

Court of the United States
Consulate General
Beirut Syria
February 26. 1868

"In the case in which W. A. Benton Citizen of the United States is Plaintiff against S. H. Calhoun Citizen of the United States, defendant charged indebtedness for the sum of Twelve thousand and thirty eight 12/100 dollars before J. Augustus Johnson Consul General acting judicially" etc etc etc

"Plaintiff having no other evidence to submit the defendant expressed a desire that the case should be submitted on its merits to the Court without the introduction of irrelevant matter. "Plaintiff yielded to this suggestion" &c &c "without further discussion with the understanding that the journal of the Court should contain

simply the petition and the denial thereof" –

"The Clerk was directed to furnish copies of papers to both parties, and the Court adjourned" –

(Extracts from documents)

12 Bowdoin Street
Boston Wednesday March 27. 1872

Rev N. G. Clark D.D.
Dear Sir

The Business Committee at Salem October 5. 1871 have reviewed our "Claim upon the Treasury of A. B. C. F. M. for $22.181,15 on account of Salaries for Ten Years past with interest compounded at twelve per cent" from the Summer of 1859. This is at U. S. legal rate under agreement to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria February 27. 1868.

Instituted in the necessary forms for the prosecution of Rev S. H. Calhoun. Amicable adjustment, and friendly

arbitration proposed by the Court being declined by the defense in the case instructions introduced as evidence in support of the alleged claim in the opinion and language of the Court "proved the charge for indebtedness against him as Treasurer of the Mission".

Now Mr Calhoun had written Mr Johnson early in July 1861 that "instructions constituted no order" This order on which we have our claim given in Dr Anderson's letter of June 29. 1861 therefore "proved the charge against the Treasurer of the Mission -

The last part of the order as you say reads "or until the Treasurer should receive further instructions from the Committee" He

"A Copy of the letter addressed to me was sent to the Treasurer to let him know that we had been separated from the Board, and (I) was not therefore entitled to receive any salary." as you wrote me Saturday last. So the Treasurer understood it. but because of our demand on him for salary. he wrote to Boston to Mr Anderson for a more full statement.

In behalf of the Committee Mr Anderson wrote him on the 21st September following, Etc

"The Prudential Committee do not at all recognize Mr Benton's claims. He must be told that we have no more payments to make to him in Syria nor you on account of A.B.C.F.M."-

And Mr Johnson Telegraphed Mr Hale May 1869 what Mr Calhoun told him. "that the nor Mission had no authority to advance me money for any purpose. —

Now I have understood these "positive instructions" if you please, to declare that A. B. C. Bell had "more payments to make to" Mr Calhoun

Mr Calhoun (Treasurer) had more payments to make (to me in Syria on account of A. B. C. Bell;

And Mission had authority to advance me money for any purpose authorized and pledged in private or farther instructions from the Committee, on account of salaries demanded and withheld in Syria from July 31. 1859 —

Very Respectfully Yours

William A. Benton

In Consideration of the Executive order on Rev. S. H. Calhoun, given in Dr Anderson's letter to me of June 29th 1861 we feel that all has been done which justice and humanity demanded; and on this kind as well as just order in view of $147442 Salary Already received from him at that date gratefully acknowledge we ought that all our pecuniary Claims have been fully met on the subject in the account from July 1859 to June 29. 1861 And the Committee have only discharged their non-pecuniary obligations, only performed their own appropriate official duty in the order on the Treasurer from that date to continue the payment of Mr Benton's Salary.

However it was necessary

to aver that payment had been demanded and withheld and institute and submit the case on the necessary forms for the prosecution of we must deposit the required sum, pay the costs, etc, & suit was commenced to enforce the payment. January 1868. At the expressed desire of the defendants amicable adjustment and friendly arbitration proposed by the Court being declined. I was able to consent and agree to submit the case on its merits to said Court without further discussion, with the understanding that the formal of the Court should contain simply the petition and the denial thereof. I am sorry to be obliged in behalf of the interests of common justice to adhere to the petition

The only checks to restrain unlawful action or protest

of Mussimanies or Mussins as such
unknown to law, are the civil
penalties of "interest" prosecution
costs, etc. And interest is payable
quarterly in advance in all cases
between citizens of the United
States who travel or dwell in
Turkey — from commencement thereof —

Account received at Salem Mass
October 5. 1871. For $22.181.15
Salary for 1872 — 750
Amount do — $22.931.15
Interest 1st Quarter 687.93
Amount " do — $23.619.08
Interest 2nd do 708.57
Amount do $24.327.65

Respectfully Submitted
W. A. Benton

12 Boardoin Street
Boston March 1872

Rev S. R. Leat
Clerk of Prudential Committee
A B C F M —

Rev. W. A. Benton

Boston, March 1872

Rec'd Apr. 1.

A. B. C. Fall.

To W. A. Benton Dr

To Account rendered	$22.181.15
" Salary for 1872.	750
" Interest " do	2.878 05
" Amount " do	$25.809.20

Otherwise

To Account rendered	$ 22.181.15
Less claim already met	2,806.05
Balance October 1871.	$19.375.10
Salary for 1872.	750.
Amount december last	$20.125.10

Respectfully submitted
William A. Benton

Boston March 1872.

Judicial Arbitration	$25 809.20
Amicable adjustment	$20.125.10
difference	$5.684.10

A. B. & Co.

To W. A. Benton Dr

To Account Reviewed		$22.181.15
" Salary for 1872.		750
" Interest " do		2.878 05
" Amount " do		$25.809.20

Otherwise

To Account Reviewed	$ 22.181.15
Less Claim already met	2,806.05
Balance October 1871.	$19.375.10
Salary for 1872.	750.
Amount December last	$20.125.10

Respectfully submitted

William A. Benton

Boston March 1872. —"

Judicial Arbitration	$25 809.20
Amicable adjustment	$20.125.10
difference	$5.684.10

Rev N. G. Clark D.D.

dear Sir

I thank you for your favor this date received.

You say that "the order was thus revoked once and for all. And we "can properly have no claim on it for salary".

Then in view of $1474.42 we feel that no claims have been fully met in the account for a limited time. (Except salary).

I have sent off another document this date governing the parties at trial, and the action of the Court at Baird Virginia for information to the defense.

I have another similar

Statement from Mr Johnson at Beirut Syria to Mr Hale at Alexandria, Egypt:- viz. May 1869.

Calhoun nor Mission had no authority to pay me money for any purpose.

I Calhoun had no authority;
II Nor Mission had no authority;
i.e (Mission had authority) to pay me money for any purpose authorized from A. B. C. F. M.

This authority was given in Dr Anderson's letter to Mr C February 3. 1862: as follows

"If you think Mr Benton has spent what you advanced and has not the means of paying for the authorized passage, the Mission is authorized

to provide. But after that has passed we cannot credit him on these matters —

And Mr Ward wrote me Dec 20 1869 that the Prudential Committee hold us to our agreement and desire no vain repetition of matters thus fully settled.

Now the Business Committee at Salem October 5 1871 have reviewed our claim upon the Treasury of N. B. & S. all on charge for indebtedness proved against said Treasury for 22.151.15
On account of Salaries. Add - 760
Salary for this Year $22,931.15
January 1. 1872. Interest 687.93
Amount 1st Quarter. 23,619.08
Less claim already met.

Respectfully Submitted
W. A. Benton

Rev. W. A. Benton,

Rec'd. March 26, 1872.

Rev R Anderson D.D.

Dear Sir,

We understand that Dr Clark has not consulted you nor the Prudential Committee on the subject of our large claim upon the treasury of A.B.C.F.M.

In writing of the 22nd inst, Dr C stated that positive instructions in your letter to Mr Calhoun of September 21. 1861 have forbidden him to make me any further payments. The order given June 29. 1861 was thus revoked or countermanded. Etc

Will you have the goodness to explain to him all that justice and humanity demand in the case. Very respectfully yours

W. A. Bender

Rev. W. H. Benton
to Dr. Anderson
Rec'd Apr. 1. 1872.

Rev. W. A. Benton.

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
Dear Sir

Boston March 30. '72
Recd April 1.

In our conference of Thursday last, I saw necessity to aver that payment of authorized salary on demand has been withheld from July 21. 1869 to the present time. Necessity to aver that payment has been demanded and withheld demonstrates possibility to institute and submit action in a civil prosecution to enforce the payment of a salary which I claim to have been unlawfully withheld from me by the Syria Mission.

In the telegram of Consul General Johnson to Consul General Hale from Beirut to Alexandria May 1869 Rev J. H. Calhoun Her Mission had no authority to advance me money for any purpose

On recommendation of the Mission, however, to give my note to Mr Johnson, it was possible to arrange for our return to this Country, for a visit, etc -

So it was recommended to the Mission and Mr Calhoun early in 1861 advanced me $700 for the expenses of our homeward voyage or "paid for charities" as the said in open Court of February 1868 - Nothing was paid or allowed for Salary. Altho' the Treasurer was privately instructed early in the Summer of 1860 and should receive further instructions in November of that Year to continue the payment of Mr Benton's Salary at the rate of $750 per annum until his departure from Syria -

You think that a copy of

this order, given in Dr Anderson's letter to me of June 29. 1861 was sent to the Treasurer to let him know that I "had been separated from the Board, and was not therefore entitled to receive any salary. So the Treasurer understood it, but because of my demand he wrote to Boston to Dr Anderson for a more full statement"

If Dr A. answered Mr Calhoun September 21. 1861, as you answered me, on Saturday last, in behalf of the Committee; or as Mr Calhoun answered U.S. Consul General from Syria to Egypt, and had no authority to pay the money for any purpose, salary not excepted "until the Treasurer should receive further instructions from the Committee, on the subject", your answer should

regard as much as Dr Anderson's instructions from the Committee

My communication of yesterday must be conclusive for the order which in the language of the Court "proved the charge for indebtedness against the Respondent as Treasurer of the Mission" – The Account you will see is doubled in 4 4 years at the authorized rates of salary and interest held in the Journal of the Consular Court at Beirut Syria.

Very Respectfully Yours
William A Benton

12. Boylston Street
Boston Saturday
March 30. 1872 –

I ask the Prudential Committee for my note. and $500 Currency paid July 21. 1869 on the score of the Salary demanded & withheld –

WAB

In Consideration of the Executive order, given in Mr A's letter to me of June 29. 1861 on the Treasurer of the Syria Mission, we ought to feel as Missionaries formerly of A. B. C. F. M. that all our pecuniary claims have been fully met on the subject of "Salary" in the account held in the Journal of the Consular Court at Beirut Syria from July 31. 1859 to the date of said order - subject of course to the revision or sanction of the Prudential Committee

We acknowledge $1474.42 already received from the Treasurer of the Mission.

Respectfully submitted

William A Benton

Rev. N. A. Benton

Rec'd April 1. 1872

Rev. N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Dear Sir,

Having instituted and submitted the case on its merits to enforce the payment, and presented the account charges and held in the petition against Rev. S. H. Calhoun, as treasurer of the Syria Mission, I have the pleasure to hold this claim upon the treasury of A. B. C. F. M. for $22.181.15 on account of salaries demanded and withheld for ten years past with interest compounded at U. S. legal rate.

Reviewed at Salem October 5 1871 without

Estimate of $750 per annum for 1872, or of interest at the legal rate quarterly in advance, on such account held in the Journal of the Consular Court on agreement for withdrawal and abandonment of the claim on Mr Calhoun. I am sorry to be obliged to aver still that payment has been demanded and withheld on the subject from the summer of 1859 –

Present account		$22.181.15
Salary for 1872 –		750
Interest 1st Quarter		687.93
Amount	do $23	619.08
Interest 2nd	do	708.57
Amount "	do	
		$24,327.65

&c &c &c –

Very Respectfully Yours

William A Benton

Boston March 30. 1872

Rev. N. A. Benton,

Boston, March 30, 1872

Rec'd April 1.

Rev. W. A. Benton

Boston, March, 1872.

Rec'd Apr. 1.

Rev N. G. Clark D.D.

Dear Sir,

We owe devout gratitude to God, and unbounded thanks to the Prudential Committee for the Executive order given in the action of June 29. 1861. In answer to his expressed desire, for a more full statement, Dr Anderson wrote him September 21. 1861: "You were authorized to continue the payment of Mr Benton's salary to the extent of $750 per annum for the comfortable support of his family, etc

In February 1862 Dr A wrote him again "If you think the mission is authorized to arrange and you will have all the needful funds —

In February 1863. Mr Leat was instructed by the Committee to say that the Construction you have put upon Dr Anderson's note in your letter to Mr Benton of Dec 4/62 accords entirely with their own view of the case: The claim which he makes is inadmissible.

On March 7. 1865 Dr A. wrote my Attorney in answer to appeal from such action of Mr Calhoun;

"Your brother asks the Prudential Committee to make an advance of $500 on the score of a salary which he claims to have been unlawfully withheld from him by the Sioux Nation"

Of course the Committee would not think it wise in any way to countenance this claim or admit the possibility of unlawful action on the part

A. B. C. Fell. For it would imply that the Missionary could set aside the Executive Order given June and November 1860 and June and September 1861 and subvert a man in his Cause.—

Instituted and submitted on its merits to the Court at Beirut Syria Early in 1868 at the expressed desire of Mr Calhoun & Consented to agree and submit the Case Interest payable quarterly in advance is the only check to restrain unlawful action and protest of Missionaries acting from mere expediency whether it is right or wrong in the Case of Mr. A Benton. Citizen of the United States Plaintiff against Rev S. H Calhoun or A. B. C. Fell for the defense.

In any settlement I have engaged at Alexandria Egypt that the sum of £200. should be placed to my debit. Of course the Prudential Committee could (if they would) not credit me but might charge me on the debit side in the account or claim upon the Treasury of A.B.C.F.M. - the possibility to credit me, however, did not prevent our grateful acceptance of a gratuity, and $500 currency July 24. 1869 - in expectation of the proper revision or sanction of the Committee. The account is for amicable or judicial settlement whenever you please -

due this quarter $23.619.08

Very truly Yours

William A. Benton

12. Bowdoin St -
Boston March 1872

Rev. W. A. Benton

Rec'd April 1, 1872

Rev N. G. Clark D.D.

Dear Sir,

You intimate in writing of the 22nd instant that a copy of the order given in Dr Anderson's letter to me of June 29. 1861 "was sent to the Treasurer. To let him know that (I) had been separated from the Board and was not therefore entitled to receive any salary. So the Treasurer understood it but because of (my) demand on him for salary, he wrote to Boston to Dr Anderson for a more full statement - Dr A. in behalf of the Committee wrote him on the 21st of September following" September 21. 1861", Etc

And you say. "Here were positive instructions in accordance with the language of the order in which the Treasurer was

forbidden to make (me) any further payments. The order was thus revoked once and for all, and you can properly have no claim on it for salary.

This must suffice from me. I can not spend time in discussing this matter any more, nor take the trouble to answer your letters. We have now nothing to do with the Syria Mission, nor with any who may wish to go there.

However the Business Committee have reviewed in the case a claim upon the treasury of A. B. C. F. M. for the sum of $22.181.15 on account of salaries demanded and withheld for ten years past with interest compounded at twelve per cent. from the summer of 1859 to December 31. 1871.

In the minute of June 14. 1860
I understand that no retrospective
action was intended and the
Treasurer advanced me in
three payments $200 that summer
and the following autumn
and $300 February 5. 1861 —
That the Treasurer should receive
farther instructions from November
1860 advising with his associates
"to continue the payments of Mr Bentons
salary at the rate of $750
per annum", I am ready
to acknowledge. But the Treasurer
would not agree, nor consent
Given the order, in the action
of June 29. 1861 as you have
intimated. If "the order was
thus revoked once and for all,
(he) can properly have no claim
on it for salary" in the account
to June 29. 1861; and therefore our
connection with the Board

neither ought to have been nor is yet fully dissolved. — Without the payment of salary, separation in such circumstances by the opinion of the Mission whatever it might be, was impossible.

Of a truth, farther instructions in the order given June 29. 1861 were distinctly expressed to the satisfaction of the plaintiff and the Consular Court for the prosecution of Mr Calhoun as treasurer of the Mission. You think also "such instructions were implied which have forbidden the treasurer to make me any further payments and the order was thus revoked" or countermanded. — You are invited to produce evidence in support of your construction in August 1869 or March 1872.

Very truly yours
W. A. Benders

Rev. N. A. Benton.

Boston, April 1872.

Rec'd April 2.

Rev N. G. Clark D.D.

Dear Sir

We hold the account in the Journal of the Consular Court at Beirut Syria against Rev S. H. Calhoun. as treasurer of the Syria Mission. ready for a withdrawal from time in his personal liabilities, whenever you please to recognize the claim upon the treasury of A.B.C.F.M. Reviewed at Salem October 5. 1871 for the sum of $22.181,15 on account of salaries demanded and withheld for ten years with interest compounded at twelve per cent, from the suspension of payment in the summer of 1859. the Business Committee submitted a claim upon the

Treasury of A. B. C. F. M.

The Missionary Herald for November 1861 contains the report of the Committee for $22.181.15
on account of Salaries Add 750.
Salary in Estimate for 1872 $22.931.15
Interest do do 2878.05
Amount " " $25.809.20
recd in the Journal of said Court-
due October 1872.

Given the Executive order in the Action of the Prudential Committee June 29. 1861 on Rev S. H. Calhoun;

Continue the payment of Mr Benton's Salary at the rate of $750 per annum until his departure from Syria or until the Treasurer should receive farther instructions from the Committee on the subject".

Given the law of interest at twelve per cent payable quarterly in advance. on charge for

indebtedness proved against
Rob'd. A Calhoun, as Treasurer of
the Mission. for $12.038.14 in favor
Court of United States Consulate
at Beirut Syria. Review this
account at Salem October 5. 1871 held
in the Journal of said Court for $22.181.15
without Estimate for 1872 - 750
Salary January do. $22931.15
Interest do 1st Quarter 687.93
Amount " " 23,619.08
Interest 2nd " 708.57
Amount " " 24,327.65
&c &c &c -

This claim is composed simply
of salary authorized at the rate
of $750 per annum and
interest at U.S legal rate in
Syria payable on demand
from the suspension to the
resumption of "salary". Of course
it is "a claim upon the treasury

of A. B. C. D. E. F. G."

If the foundation be destroyed and you approve that "a man be subverted in his cause", consider that the order was countermanded in the necessity to say or be told:-

We have no more payments to make to him in Syria nor you on account of the Board.-

I We have no more" to make to him in Syria

II Nor we have no more" to make to you; etc

III Nor you have no more" to make to him; etc

i.e. (II) We have more payments to make to you

" (III) You have more payments to make to him in Syria on account of the Board"- Here is indebtedness or obligation to "continue the payment" in the order on said Treasurer—

In $1474.42 salary we agree-

Very truly yours

William A. Benton

12. Bowdoin Street

Boston April 1872-

Rev N. G. Clark D.D.

Dear Sir:

Separated from the Syria Mission June 8. 1859 and from A.B.C.F.M. June 29. 1861 we thankfully accepted the order on Rev S. H. Calhoun given in the language of the Prudential Committee to continue the payment of Mr Benton's salary at the rate of $350 per annum" Etc In accordance with this order, in view of $1474.42 salary already received from Rev S. H Calhoun June 29. 1861, regarded as salary, we feel that all our pecuniary claims have been fully met on the subject to that date. And from that date we hold that the treasurer was privately and executively instructed to continue the payment of Mr B's salary on demand.

If the Treasurer was forbidden to make me any further payments and the order was thus revoked September 21. 1861 as you intimate I "can properly have no claim on it for salary". Nor is it possible to feel that all our pecuniary claims have been fully met — in view of the sums already received from Mr Calhoun June 29. 1861 —

If thus revoked or countermanded it was countermanded before the Treasurer consented "to continue the payment" of authorized salary on demand. in answer to his request for a more full statement.

Instituted and submitted in the necessary forms for the prosecution, on its merits to the Consular Court at Beirut Syria. it is understood that interest at twelve per cent is payable quarterly in advance —

in the Case from January 1. 1868.
if you please. This the proper legal
penalty for unlawful action or protest
against honor and duty to resume
our proper residence and missionary
work in Lebanon. however signed
by all the members of the mission
as admitted in the report adopted
by A. B. C. F. M. at Salem October 5. 1871
This the only check to restrain such
action or neglect and enforce
the payment of authorized salary
on demand - This must suffice

Account Reviewed	$22.181.15
Salary for 1872 -	750
Interest do	2878.05
Amount do	$25.809.20

less claims already met.

Very respectfully Yours,
William A. Benton

12 Bowdoin Street
Boston April 4. 1872 -

Rev W. G. Clark D.D. Boston
Foreign Secretary A.B.C.F.M.
Dear Sir —

The Business Committee at Salem October 3. 1871 have reviewed our large claim upon the treasury of A.B.C.F.M. for $22 181.15 on account of salaries demanded and withheld in Syria from the Summer of 1859 with interest compounded at twelve per cent. This claim is held on charge for indebtedness proved against Rev S. H. Calhoun as treasurer of the Syria Mission formerly of said Board in open Court of the United States Consulate General at Beirut Syria early in 1868. Instituted in the necessary forms for the prosecution. Amicable adjustment and friendly arbitration being declined by the defense, after the expressed desire of said

Treasurer. I have submitted the Case on its merits to said Court, subject of course to the revision or sanction of the Prudential Committee.

Interest at U.S. legal rate is the only check to restrain unlawful action against or neglect of the honor and duty required in that peculiar relation which ought always to subsist between Missionaries, as well as Citizens of the United States in Foreign Countries. It is the superlegal penalty to enforce the payment of authorized salary or demand in this claim upon the agent or the Treasury of this Board. It is the security or pledge which the laws give to enforce payment of all that justice and humanity demanded in the Contract

of the parties at trial, in the
Case under consideration.
Examination whereof was final
in said Court. if you please.
on charge for indebtedness
proved against Mr Calhoun
as treasurer of the Mission -
The Court however fixed
the terms. and stated the effect
of this agreement to submit
the case practically for
withdrawal and abandonment
of the claim on the treasurer
in his personal liabilities so I
am obliged in law and equity
to hold our claim upon the
treasury of A.B.C.F.M. in the
journal of the Court. as the
Business Committee have for $22.181.15
on account of salaries. demanded
and withheld for ten years
past. from 1861 to 1871. —

In a legal point of view, I am advised that "it involves a contradiction to make an advance of $500 on the score of a salary which I claim to have been unlawfully withheld from me by the Syria Mission. However in view of $1474.42 salary already received June 29. 1861 and $500 currency advanced at the Missionary House in Boston July 21. 1869. and 200 £ sterling paid for my note to Mr Johnson we have expected that the Prudential Committee would kindly revise the action, and adjust the claims in the account, and relieve us from the necessity to adhere to the Petition filed in the Journal of said Court —

Very Respectfully Yours

William A. Benton

Rev N. G. Clark D.D.

Dear Sir,

In view of your explanations with the Missionary House from yesterday's date I understand you to say with regard to the order given in Dr Anderson's letter to me of June 29. 1861 that we can "have no claim on it for salary" in the account from the Summer of 1859 -

You have quoted from Dr Anderson's letter to Mr Calhoun of September 21. 1861 that the Prudential Committee do not at all recognize Mr Benton's claim. He must be told that we

have no more payments to make to him in Syria nor you, on account of the Board. In these positive instructions you assume that "the Treasurer was forbidden to make any further payments. The order was thus revoked once and for all"—

In the necessity to be told so, do the Committee allow me to regard as salary $1474.42 already received from said Treasurer June 29. 1861? Of this right, I was assured at the Missionary House in Boston July 21. 1869. It is implied in the paper carefully drawn to indicate

how we ought to feel under the circumstances with regard to the sums already received. in accordance with the order given in the action of June 29. 1861 –

If the order be countermanded – it is necessary and proper to hold our claim upon the treasury of the Board. for $22.181.15
as reviewed at Salem, 750.
Salary in estimate and 2878.05
interest, for 1872. = $25.859.20
on charge for indebtedness proved against McCalhom as treasurer of the Mission.
I am sure of the demonstration on account of salaries for

two years past, at of
$1474.42 already received
from the treasury of the
mission who pretends to have
paid more than 30.000
piastres for charities. So the
treasurer understood it, and
so you have the protest
of the missionaries against
our return to the missionary
work in Lebanon — the
only checks to restrain are
the penalties of interest
payable quarterly in advance
I ask immediate reference
to the Prudential Committee

Very Respectfully Yours
William A. Benton

12 Boylston Street
Boston April 13. 1872.

12. Bowdoin Street
Boston April 11. 1872

Hon A. Hardy
Dear Sir

Allow me to remind you of the necessity you saw at Beirut in April 1860 to refer the Case of your Correspondent to the Pensioned Committee.

Dr Clark Certifies that a copy of Dr Anderson's letter to me of June 29. 1861 was sent to the Treasurer to let him know that I had been separated from the Board, and was not therefore entitled to any Salary. So the Treasurer understood it, etc, —

However in view of the sums Already received it is possible. We have the right

to regard as salary $1474.42
on account from July 31. 1859
to June 29. 1861 if you please -

Authority of the Committee
and submission of the plaintiff
to continue the payment of
salary to June 29. 1861 have met
in this view - But Dr Calhoun
wrote to Boston to Dr Anderson
for a more full statement -
And Dr A wrote to the Treasurer
September 21. 1861 whatever
he pleased -

Now my dear Sir the account
of salaries demanded and
withheld from the summer
of 1859 overarches the
whole time from suspension
of payment. The order

given in the action of June 29. 1861 on a Mr Calhoun to continue the payment of Mr Benton's Salary proved the charge for indebtedness against him - as Treasurer of the Mission - Neglect of and action against payment of authorized Salary on demand is anomalous if not even unlawful -

I have acted in harmony to agree with the brethren that the case should be submitted on its merits to the Court; and asked the Court to secure the payment of all that justice demanded and enable me to accord with his expressed

desire, to submit the case.

Of course the Treasurer, nor Mission, could have no authority to withhold against positive instructions to continue the payment of authorized salary on demand from June 1861 —

If the order was countermanded September 21. 1861 ought our connection with the Board to be resumed in order that we may be entitled to any salary from the summer of 1859?

I ask for conference with the committee with a view to amicable settlement and end of protest — & am always,

Very respectfully yours,

William A. Benton

To the Prudential Committee
A.B.C.F.M. Boston Ms U.S.A.

Dear Brethren,

I separated from the Syria Mission June 8. 1859 and from the Board June 29. 1861 in Dr Anderson's letter to me, I was notified of the fact that Early in the Summer of 1860 "the treasurer of the Mission was privately instructed to continue the payment of Mr Benton's salary".

Having received this notice on payment of salary I proposed to agree to withdraw all my protests and claims against the treasurer of the mission, its individual members, and A.B.C.F.M. in accordance with his private

instructions. This proposition was presented by the Consul in person, to Mr Calhoun at Abeih. –

Now Dr Clark states that a copy of Dr Anderson's letter to me was sent to Mr Calhoun to let him know that I had been separated from the Board, and was not therefore entitled to any salary. So the Treasurer understood it. but because of our demand he wrote to Boston, etc –

Therefore if it may please the Prudential Committee and so the Treasurer understood and was forbidden to make any further payments. and

the Order given in Dr Anderson's letter to me of June 29. 1861 was thus revoked or countermanded and we can have no claim on it for salary. We ask that our connection with the Board and the Missionary work in Lebanon may be resumed if the Lord will ——

Mr Calhoun has uniformly represented to me that he would pay the order from the Committee but understood that instructions constituted no order. If the private instructions failed and the order was thus revoked once and for all, ought our connection with the Board to be, and is it dissolved?

I stated in your presence July 20. 1869 that in such instructions we felt that all has been done which justice and humanity demanded and that the Committee in Scotland wrote that our connection with you was still unbroken Dec 16. 1862.

Am you remonstrated against our connecting with another Society &c &c &c

All which is respectfully submitted —

William A. Bentor

12 Bowdoin Street
Boston April 1872

Rev. W. A. Benton.
12 Bowdoin Street
Boston April 15. 1872
Rec'd Apr. 15.

Rev. N. G. Clark D.D.

Dear Sir

We expect due compliance of Revs. H. Calhoun with official instructions received from the Prudential Committee in Dr Anderson's letter of June 29. 1861 addressed to me, a copy of which was also sent to the Treasurer to let him know the Executive order "to continue the payment of Mr Benton's salary at the rate of $750 per annum".

We ask leave in writing of the Board to return to Syria at the earliest opportunity for proper missionary work in Lebanon.

Compliance with instructions can be required by A B C F M; or allowed by the Committee whenever upon

please in recognition of the
claim of a Missionary as
a Citizen of the United States —
The Committee July 21. 1869 suggested
that he "have the right to regard
as salary $1474.42 already
received from Mr Calhoun June 29. 1861"
Nothing was said asked or granted
for Eight Years Salary on charge
for indebtedness proved against
him as treasurer of the Mission —
We gratefully accepted of course
payment for my note of 200 £
and $500 Currency received
on the score of what may be
found due in the Journal
of the Court July 21. 1869 —
Now state from Sept. 21. 1861
that the Prudential Committee

Statement of the Case

Our Claim upon the Treasury of A. B. C. F. M. for the sum of $22.181.15 on account of Salaries for ten years past with interest compounded at U.S. legal rate is held on charge for indebtedness moved against Rev. S. Halhoum to Treasury of the Mission and at his desire submitted on its merits to be filed in the Journal of the Consular Court at Beirut Syria.

In view of $1474.42 Salary already received June 29. 1861 we right to feel as Missionaries of the Board that all our claims have been fully met on the subject to that date. And we

gratefully accepted the sum advanced at the Missionary House in Boston July 21. 1869 in accordance with the order on said treasurer privately instructed and executively authorized in Dr Anderson's letter to me a copy of which having been sent also to him to let us both "receive farther instructions from the Committee on the subject" —

If the order has been complied, of course our claim must be upon the treasury of A B C F M for $25.809.20 filed in journal of said Court for this year 1872 —

Boston April. 1872.

do not at all recognize our claims if you please. Quote farther instructions as issued in the order on Mr Calhoun given June 29. 1861 and decide ex parte that we "can have no claim on it for salary".

This decision, therefore, for the proper sanction or revision, as well as, Dr A's statement of Sept 21. 1861 upon which you construe it I am sorry to be obliged to refer to the ~~Executive direction~~ ~~of the~~ Prudential Committee —

However authority to countermand if the order was countermanded should redeem the pledge to discharge the personal obligation and perform the appropriate duty required by order on Mr Calhoun

from the Presidential Committee
whom I ask to grant in advance
$1474.42 already received on
account of Salaries demanded
and withheld from the Summer of
1859 — This Duty remains "to
continue the payment of Mr Benton's
Salary" on demand with interest at
the legal rate. This interest will
exceed $750. and go to constitute
a claim upon the Treasury of the
Board for the sum of $25.809.20
judicially held in the Journal
of the Court at Beirut Syria
October 1872 for one quarter —

Very Respectfully Yours
William A Benton

C Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M.

Dear Sir,

I ask the Prudential Committee to grant as Salary the sums already received from Rev S. H. Calhoun, Treasurer of the Syria Mission, formerly of A. B. C. F. M. in account of Salaries from the Summer of 1859 to June 29, 1861 -

Confined simply to the petition and the denial thereof we have the right to regard $1474.42 Salary already received. But Mr Calhoun denies the validity and legality of the account in whole and in part. Dr Clark

approves his action, and thinks in Dr. Anderson's letter to Mr Calhoun September 21. 1861 that "the Treasurer was forbidden to make me any further payments. The order was thus revoked, and we can have no claim on it for salary"—

I ask him for immediate reference of the case to the Financial Committee — if they will recognize our claims —

I expected the Committee to recognize our claims in

1859	for 5 months salary	$312.50
1860	for one year do	750
1861	for 6 months do.	375
"	Amount June 29. 1861	$1437.50

Fully met in $1434.42 already

received from said Treasurer, in accordance with his private instructions "to continue the payment of Mr Benton's salary". It amazes me how Mr Calhoun can deny, and Dr Clark decide that we "can have no claim for salary on the order given in the action of June 29. 1861 sent him early in the summer of 1860. and in the letter of June 29. 1861 addressed to me --

Protest against our return to Syria demonstrates persistence in such denial, neglect and action against the payment of any salary which I am sure the Treasurer of the

Inspection was privately instructed. And should receive farther instructions from the Committee to continue.—

Necessity to aver that payment has been demanded and withheld is agreement to institute and submit the case on charge for indebtedness proved against Mr Calhoun as Treasurer of the Mission or as a claim upon the treasury of the Board.

In face of these facts and such protest in the Report adopted by the Board at Salem Oct 5. 1871 please recognize the claim which justice demands.

Very respectfully yours

W. A. Benton

12. Bowdoin St.
Boston April 1872

Rev N. G. Clark D.D.

Dear Sir,

By order of the Prudential Committee given in Dr Anderson's letter to me of June 29. 1861 we have the right to regard as salary the sum of $1474.42 already received from Revd. H. Calhoun Treasurer of the Syria Mission. And in view thereof I ought to feel that all our pecuniary claims have been fully met on the subject to that date, whatever others say. —

By the same right we accepted this order on the Treasurer in positive and official terms from that date "to continue payment

Mr Benton's Salary at the rate of $350 per annum" on demand.

Having received notice of these facts from the Summer of 1861 we proposed to agree on payment of authorized salary in accordance with his private instructions from the Committee to withdraw all our protests and claim against the treasurer of the Mission - its individual members, and A B C & Co:- and without said payment it was necessary and proper at his expressed desire to submit the case on its merits to the Court, if you approve.

According to the best of my knowledge the account changed in the petition, and reviewed at Salem

October 5. 1871 for the sum
of $22.181.15 is true We claim
also 750 Salary for 1872
$22931.15 Amount with interest
687.93. January 1. 1872
$23619.08 Amount &c
708.57. Interest April 1.
$24327.65 Amount "

This Account is composed
simply of salary and interest
at the authorized rates from
the summer of 1859 to the
present time. Payment
whereof we claim to have
been unlawfully withheld.

If the order was revoked
or countermanded, and we
"can have no claim on it
for salary", as you intimate,
who has withheld recognition
and payment of "salary"
on demand for so many
years past? — However

we are sure that the treasurer of the Mission was authorized and should receive farther instructions from the Committee on the subject from June 1861 "to continue the payment" etc —

I am surprised at the construction you put on that order and our receipt or acknowledgment of $414.42 salary. We ask and urge a fraternal recognition of our legal claims upon the treasury of A. B. C. F. M.

Very truly Yours
William A. Benton

New Haven Conn
April 1872.

Rev N. G. Clark D.D.

Dear Sir,

Confined simply to the petition or agreement for withdrawal and abandonment of the claim on Rev S. H. Calhoun, in his personal liabilities I have the honor and pleasure through you to refer the enclosed note for business to the Prudential Committee. —

If the order given in Dr Anderson's letter to me of June 29. 1861 was revoked or countermanded in his letter to Mr Calhoun of September 21. 1861. you say

that we "Can have no claim on it for Salary". But it was only possible on the strength of that order for Salary in $1474.42 already received from said Treasurer Jan 29 1861 to feel that all our pecuniary claims have been fully met on the subject to that date -

We neither did, nor shall feel except on "payment of Salary" or "the right to regard as Salary the sums already received, that all our claims have been fully met". We never have felt without the sanction and against the wishes of the Prudential Committee that any claims had been met in sums alleged to have been paid to me for Charities; or advanced as gratuities -

You state that the Prudential Committee, not knowing what more they can do etc in the resolution of June 29. 1861 - "do not at all recognize Mr Benton's Claim" September 21. 1861. On this Statement, in view of $1474.42 Salary how can we possibly feel that our unrecognized Claim have been fully met - If it be possible to hold and stand alone for Salary, without order or authorization on Mr C "to continue the payment of Mr Benton's Salary" of course necessities oblige me to refer our Claim for Salary voted and asked by the Mission and promised by the Prudential Committee in allowances for 1859 and Estimates for 1860 if you

please, to June 29. 1861; but
denied by Mr Calhoun,
for revision of the Committee.

Our right to ask or claim
Salary from June 29. 1861 to this
year, is secured in the right
to adhere to the petition
and charge interest at U.S.
legal rate — Of such Salary
and interest simply we hold
our claims upon the Treasury
of A B & Co; on file held
in the Journal of the Consular
Court at Beirut Syria,
on charge for indebtedness
proved against the Treasurer
of the Mission — for $25,809.20
due October 1872 —

Very Respectfully Yours
W. A. Benton

12 Boylston St
Boston April 14. 1872

On account of Salaries for twelve years past & ask the Prudential Committee to grant $1474.42 already received June 29. 1861; and donations advanced at the Missionary House in Boston July 21. 1869 payment whereof we claim to have been unlawfully withheld by the Syria Mission

W. A. Benton

Amicable adjustment
of our Claims upon the
Treasury of A. B. C. & Co
it is proposed to obviate
necessity for additional
interest from October 1872

C. Stoddard Esquire
Chairman of Prudential Committee

A. B. C. F. M.

Dear Sir,

In Dr Anderson's letter to separate pts from the Syria Mission June 8. 1859 and from A. B. C. F. M. June 29. 1861 we cordially accepted the Executive order on Rev S. H. Calhoun, Treasurer of said Mission, in the positive and explicit language of the Committee to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria, or until the Treasurer should receive farther instructions from the Committee on the subject. In accordance with

this kind as well as just
order. in view of $14,442
already received from said
Treasurer, we feel that all our
claims had been fully met on
the subject to that date, and
from the date of such order and
separation we hold the balance
of the claim upon the Treasury
of A. B. to fall for $25,809.20
on account of salaries demanded
and withheld in Syria from
the suspension of payment in the
summer of 1859 with
interest compounded at twelve
per cent the legal rate for the
whole time -

The foundation of this claim
is held on charge for indebtedness
proved against Mr Calhoun
as Treasurer of the Mission

and at his expressed desire submitted on its merits to the Court and held in the Journal of the Court at Beirut Syria -

The Court fixed the terms and stated the effect of this agreement thus to submit the case and commence proceedings in the necessary forms for the prosecution to enforce. From commencement of proceedings in all civil cases where interest at twelve per cent is payable quarterly in advance

Hence we have the account for salaries reviewed $22.181.15

(1872) Estimate for 1872 - 750

Jan 1. Amount " " $22.931.15

" " Interest 1st Quarter 687.93

" " Amount do - 23.619.08

April 1, Interest 2nd do 708.57

" Amount do $24.327.65

Interest for July 1. — $729.83
Interest for October 1. 751.72
Amount — $1481.55
Claims Already met $1474.42
Balance — $7.13

Interest is the only penalty or check which our laws give to unlawful action against instructions. Honor and duty to one for another required in the action of June 29. 1861 — It will exceed $1474.42 in the last two quarters of this year and in the last quarter it will exceed "salary" in amount

I have the honor and pleasure to refer our claims for the recognition of A. B. Tell —

Very Respectfully Yours
William A. Benton

12 Bowdoin St
Boston April 1872 —

Immediate

Rev N. G. Clark D.D.

Dear Sir

Whatever you please to think or say we know how we ought to feel in view of $1474.42 Salary already received from Rev J. H Calhoun in the account of Salaries to June 29. 1861 - We know that the Treasurer of the mission was privately instructed early in the summer of 1860, and should receive farther instructions from the Committee, in positive and Express terms, to continue the payment of Mr Benton's Salary at the rate of $750 per Annum -

The only Checks to restrain

his unlawful action to set aside or refuse instructions, and subvert a man in his cause; and upon approval of such action, are the civil penalties of "interest payable quarterly in advance from the commencement of proceedings in a civil case against Rev S. H. Calhoun or A. B. C. & all held in the journal of the Court of the United States Consulate General at Beirut Syria. —

Received at Salem Oct 5. 1871 for the sum of $22. 181. 15
We claim also 750
salary this year. and 2878.05
interest at U.S legal rate $25.809.20
covers our claim to October 1872 —

"The treasurer was forbidden to make use

any further payments; if the order was thus revoked and (we) can have no claim on it for salary" of course we have nothing to do with the Syria Mission and its Treasurer But you ask a Board accepted and adopted an earnest protest signed by all the members of the Mission against our return for the Missionary work in Lebanon sent to the Prudential Committee since we came to this Country - So it is published in the Missionary Herald for November 1871 with our claim upon the Treasury of A.B.C.F.M. - on account of salaries on demand with interest, from July 31. 1859 in accordance with the Executive order given in

Official Action of June 29. 1861 –
for Contributable support, and
separation from the Mission
and from the Board –

In our separation, of course
we are Citizens of the United
States and have Citizen's rights
to return to our former field
of labor in Syria, and ask
leave in writing of the Board
to "go again and visit our
brethren in every City where
we have preached the word
of the Lord, and see how they
do" – Will you recognize
those rights and claims
of Missionaries as Citizens
of the United States?

Very Respectfully Yours
William A Benton

New Haven Conn
Saturday April (2). 1872 –

Mrs. L. G. Benton
Boston, Apr. 27. 1872
Rec'd April 29.

12 Bowdoin St. Boston
Apr. 27th 1872

Hon & Dear Sir

You said the other day, as you will recollect, that the Board entered into a Contract with us to support us as missionaries in Syria as long as we were faithful & true — or as you expressed it "Conducted right"

Dear Dr Clark we have endeavored every day & every hour to do the work the Board sent us to do & faithfully to serve Christ the great director of all things. We are now here, before the the Christian Public — our missionary life has been before the Public of Syria & the world for

twenty five years, & we invite the closest investigation — We challenge any man or Body of men to bring up, or substantiate any thing against our Christian character — In 1855 just in view of this tangle of the Syrian Mission — Dr Anderson on those heights of Lebanon promised us the support of the Board — in these words "You are right brother Benton & the Prudential Committee will sustain you" — Mr Child said in your presence "Be assured the Board or the officers of the Board will redeem all their pledges" We beseech you attend to this matter — give us justice & hinder us no longer in our return to our poor dear people in those mountains of Syria —

your affec sister in Christ, L. S. Benton

Rev. W. A. Benton

Immediate Tolland, May 1872

Rec'd May 14.

Rev N. G. Clark D.D.

My dear Sir,

On account of salaries for ten years past, payment thereof has been demanded and withheld in Syria, in a civil case, I have presented, and the Business Committee, at Salem October 5, 1871, have received and recorded a claim upon the treasury of A.B.C.F.M. for the sum of $22.181.15 The Board accepted and adopted this report.

This account, on charge for indebtedness proved against Rev S. H. Calhoun as treasurer of the Syria Mission formerly of said Board. At the expressed desire of said Treasurer, it

held in the Journal of the
Consular Court at Beirut Syria
on demand with interest
payable quarterly in advance -
Then October next the interest
will exceed for the quarter the rate
of Salary for the whole year -
The Account is as follows:

To Sum received at Salem		$22.181.15
" Salary for 1872 -		750.
1872. Amount -		$22.931.15
Jan 1. Interest 1st Quarter		687.93
" Amount -		23.619.08
April Interest -		708.57
" Amount		24.327.65
July Interest -		729.83
" Amount		25.057.48
October Interest		751.72
Amount		$25.809.20

In support of this large
claim upon the Treasury
of the Board, I have the
honor to hold the Executive
Order given in Dr. Anderson's

Letter to Date of June 29. 1861
in the language and action
of the Finding Committee
to continue the payment
of Mr Benton's Salary at the
rate of $750 per annum -
This payment I am sure
that the Treasurer of the Mission
was privately instructed to
continue early in the Summer
of 1860, — But Alas Mr Allison
was unwilling to comply with
this kind as well as just
order from that time to this
and appeared to deny the
validity and legality of the
account from July 31. 1859 -
We regard his action to have
been anomalous if not even
unlawful. Approved by you
the account charged and proved
in the petition against him
held in the Journal of Said

Court if "a claim against the Treasury of A. B. C. Dell" —

On said and acknowledgment of the sum already received at the Missionary House in Boston a final settlement was made for $1474.42 salary to June 29. 1861; and $500 Currency in advance on the score of $25.50 q. 20 on demand with interest if you please; subject of course to revision or sanction of the Prudential Committee —

Interest, is the only check to restrain action to withhold, or penalty to enforce payment of authorized salary on demand for the prosecution in said Court if you please and the Committee agree.

Very Respectfully Yours
William A. Benton

Tolland Conn
May 1872 —

12. Bowdoin Street
Boston. May 18. 1872.

Rev N. G. Clark D.D.
Cor. Sec. A.B.C.F.M.

My dear Sir,

I am happy to announce my return to this City from yesterday's date, and refer the large account held in the Journal of the Consular Court at Beirut Syria for the immediate revision or sanction of the Prudential Committee.

Received at Salem Oct 5. 1871 in the report and language adopted by A.B.C.F.M. this account is "a claim upon the treasury of the Board for the sum of $22.151.15 on account of salaries" etc

Held on charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of the Syria Mission

at his expressed desire. The case was submitted on its merits to said Court for judicial withdrawal and transfer from Rev. H Calhoun Treasurer of the Mission to the treasury of the Board if you please.

In accordance with official instructions to Mr Calhoun from 14, 1860 and to me June 29, 1861. it was submitted with estimate of salary in advance for the year to come; Amicable adjustment and friendly arbitration proposed by the Court being declined by the defense.

Presented at the Missionary House in Boston for amicable adjustment and friendly arbitration we gratefully accepted the sum in "advance of $500 (currency) on the score of a salary which I claim to have been unlawfully withheld from me by the Syria Mission

In view of $1474.42 Salary
Already received June 29. 1861
And this payment in advance
"on the score of a Salary" along
with 200 £. (Two Hundred Pounds
sterling Gratuity) from said Committee
July 21. 1869. As Missionaries of the
Board formerly in Connection
with the Syria Mission, we have
expected, and desired very earnestly
the revision & sanction of the
Friendly transaction at the Missionary
House in Boston July 21. 1869 -
In this Friendly Arbitration
and Agreement I was fully
assured that all our Heirs
Pledges Will be redeemed by
the Board. On the strength of this
assurance we should feel in
honor and submission on payment
of $1474.42 Salary June 29. 1861
that all our pecuniary claims
have been fully met to that
date. Whatever others may say.

on the subject in the account
from July 31. 1859 to June 29. 1861 —

However the form of receipt
signed without objection or hesitation
a element to find is liable to
misconstruction. Therefore I am
obliged to ask the kind revision
of the Prudential Committee whose
exclusive office it is to appoint
designate, support and when
necessary recall (or release) the
Missionaries of the Board in
foreign Countries; and control
or revise the action of its foreign
Missions —

Very Respectfully Submitted
W. A. Benton

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M.

My dear Sir,

I have the honor and pleasure to refer for the agreement to submit the case held in the Journal of the Consular Court at Beirut Syria for the immediate revision or sanction of the Prudential Committee.

In the report and language of the Business Committee adopted at Salem October 5. 1871 it is "a claim upon the treasury of the Board on account of salaries for ten years past with interest compounded at five per cent per annum for the whole time". —

Payment of this account you must have known has been demanded and withheld

from July 31. 1859 to the present time.

I consider that the Committee would not think it wise in any way to countenance this claim if it should claim that payment has been unlawfully withheld from me by the Syria Mission because no Mission can set aside the instructions of the Prudential Committee on the subject entirely and exclusively at the direction and order of the Committee, not knowing what more they can do. Nor can any thing in the Mission weaken the claims of a Missionary as a citizen of the United States. But the Mission and its Treasurer as such can neither prosecute or be prosecuted, sue or be sued. Hence I ask immediate revision of this agreement to institute and submit the case on its merits, to

Boston. Very Respectfully Yours
May 20. 1872 William A. Benton

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M. Boston Ms U.S.A.

My dear Sir,

I am obliged to refer the opinion of the Foreign Secretary in denial of the entire claim or account of Salaries from June 8. 1859. Expressed from yesterday's date; and in representation that a final settlement was made at the Missionary House in Boston July 21. 1869 for the immediate revision or sanction of the Prudential Committee, and ask a friendly conference on the subject—

Very Respectfully Yours
William A. Benton

12. Bowdoin Street
Boston May 23. 1872—

Copy

12. Bowdoin Street
Boston May 1872.

Rev W. G. Clark D.D.
My dear Sir,

In consideration of your action to deny the validity and legality of our claims stated in the Report adopted by the Board at Salem October 5. 1871 on account of salaries from the Summer of 1859, I am obliged to appeal from your opinion to the necessary revision or sanction of the Prudential Committee. Held in the Journal of the Consular Court at Beirut Syria. The sum is for $25.009,20 on charge for indebtedness proved against, and agreement to submit the case on its merits to said Court.

Very Respectfully Yours
W. A. Benton

12. Bowdoin Street
Boston May 1872.

Rev N. G. Clark D.D.
My Dear Sir,

In consideration of your action from yesterday's date to deny the validity and legality of our claim stated in the report adopted by the Board at Salem Oct 5. 1871 on account of salaries from the Summer of 1859, I am obliged to appeal from your opinion to the necessary revision or sanction of the Prudential Committee for the sum of $25.809.20 on charge for indebtedness proved, and held in the Journal of the Consular Court at Beirut, Syria.

Very Respectfully Yours
William A. Benton

R. B. C. Fell

We the undersigned Missionary and his wife of Mount Lebanon Syria, formerly of R. B. C. Fell in connection with the Syria Mission have presented a Charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of the Syria Mission at his expressed desire submitted on its merits and held in the Journal of the Consular Court at Beirut Syria to enforce or continue the payment of Mr Benton's Salary at the rate of $750 per annum until his departure from Syria, or until the Treasurer should receive further instructions from the Committee on the subject.

Submitted on its merits from said Journal the Business Committee at Salem

October 5. 1871 have reviewed
the Case of "a claim against the
treasury of A. B. C. Doll for the
sum of $22.181.15 on account
of salaries for ten years past
with interest compounded
at twelve per Cent per annum
for the whole time" from
suspension of payment in
the Summer of 1859. However
Dr Nill Clark, Foreign Secretary
denies the validity and legality
of the account in whole
and in part and assumes
that we can have no claim
on the order for salary given
in Dr Anderson's letter to me
of June 29. 1861 a copy of which
was sent to said treasurer
in express and positive terms
"to continue the payment
of Mr Benton's salary, etc —
Of course the Prudential

Committee must either approve or disapprove this official assumption and denial of the Foreign Secretary just as they please. If they approve the action and protest against the payment of authorized salary on demand from its abrupt suspension July 31. 1859; and against our return to do missionary work in Lebanon, must be approved; and the Case, instituted, examined, proved, and submitted to be placed on file, must be held in the Journal of said Court -

If they disapprove the denial in whole, or in part, the action and protest aforesaid must be revised on the subject of a claim upon the treasury of the Board for the sum of $25.809.2 on account of salaries demanded

and withheld from July 31. 1859

Regarded as salary. Moreover in the sum of $14)44.22 salary already received we might fairly that all our pecuniary claims have been fully met on this subject to June 29. 1861 if the Secretary or Executive Committee should agree; Moreover contradicted and denied by the Syria Mission and its treasury - We have gratefully received all charities and gratuities adorned in the existing circumstances

The only checks to restrain and secure the payment of all that justice demanded are the civil penalties of "interest compounded at twelve per cent per annum for the whole time payable quarterly in adorned"

Wm A Benton

12 Bowdoin Street

Boston May 24. 1872

For the Prudential Committee

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My Dear Sir,

In the report of the Business Committee adopted by the American Board at Salem Thursday Afternoon Oct. 5 1871 we have presented "a claim upon the Treasury of the Board on account of Salaries for years past with interest compounded at twelve per cent. per annum for the whole time" This account on charge for indebtedness proved against Rev S. H. Calhoun as treasurer of the Mission at the expressed desire of the defense submitted on its

ments. It held in the Journal of the United States Consular Court at Beirut Syria, Interest is payable quarterly in advance from Commencement of Proceedings in the Case if You approve.

The Court fixed the terms and stated the effect of this agreement, and the Clerk of the Court was subsequently directed to inform me that Examination in the preliminary hearing was final. Agreement to submit I think must therefore be equivalent and practically amount to a withdrawal and transfer of the claim from the treasurer of the Mission

in his personal liabilities to the Treasury of A.B.C.D.E.F. Whenever it may please the Prudential Committee, personal liabilities and official responsibility of said Treasurer privately instructed from the Committee on the subject must be carefully discriminated.

No member of the Committee or Board, Executive or Corporate or annexure will question the validity or legality of our personal right to regard as salary and duty to appropriate the sum of $1474.42 already received June 29. 1861 in accordance with further instructions given in Dr Anderson's letter to me in the Executive Action of that

date whatever others may say. On the score of the same we gratefully accepted the sum advanced at the Missionary House in Boston July 21. 1869 assured that the Board will redeem all their pledges. and 200 £ (Two Hundred pounds) remitted to pay my note and the interest on the same to Mr J. A. Johnson H. B. Consul General at Beirut Syria.

The report also stated that since our return to this Country at the invitation of the Committee an earnest protest against our return to Syria signed by all the members of the Mission was sent to the Committee Hence our claim for $25.809.20

12. Bowdoin Street
Boston May 31. 1872.

Respectfully submitted
William A. Benton

Rev. W. A. Benton

Immediate.

Boston, June 5. 1872.

Rec'd June 7.

Rev N. G. Clarke D.D.
Foreign Secretary A. B. C. F. M.

Dear Sir

We have presented the account and the Business Committee have reviewed from the Journal of the Consular Court "A claim upon the Treasury of A. B. C. F. M. for the sum of $22.181.15 on account of salaries for ten years past with interest, compounded at twelve per cent per annum for the whole time."

The Committee omitted to state that this large claim, submitted at the expressed desire of the Rev S. H. Calhoun, Treasurer of the Syria Mission in a civil case against him as the Board is held in the Journal of said Court at Beirut, Syria, from January 1868 —

Whether it is right or wrong
you dear Sir have approved
this action, desire and suggestion
of said Treasurer in the case
instituted examined, proved
submitted and filed on its merits
in journal of said Court, And
you are informed that examination
was judicial and final.-

Now therefore confined simply
to the petition and the denial
thereof, interest is payable quar-
terly in advance from commence-
ment of proceedings in the
case early in 1868. if you please-

Necessity of this agreement
to submit the case for the prosecu-
tion was to enforce the payment
of Mr Benton's salary at the
rate of $750 per annum from
its alleged suspension July 31. 1859-
This object was necessary.-

It was proposed from the Summer of 1861, in accordance with private and further instructions, on payment of salary, to withdraw all our protests and claims against the treasurer of the Mission, etc. This agreement to submit the case judicially was for the withdrawal and transfer of the alleged claim from the individual - Agent - to the Corporate personality or treasury of the Board, if the Committee please -

Hence in the statement of the Committee "interest compounded at twelve per cent per annum" from suspension of payment until the treasurer should receive further instructions from the Prudential Committee is the necessary and proper penalty in law and equity to enforce your place

No reason was offered why it should be stated in the report that an earnest protest against our return to Syria, signed by all the members of the mission was sent to the Prudential Committee?

Also in the Journal of the Court, do the Prudential Committee concur fully with the Mission in such opposition and protest of Dr Thomson and others at Beirut against the honor and duty of Missionaries separated from the Board — on agreement to submit the case and enforce for the prosecution? —

Our claim for 1872 is $25,809.20 less the claims already met —

Very Respectfully submitted
William A. Benton

12 Bowdoin Street
Boston Mass. U.S.A.
Wednesday June 5. 1872 —

Extract from a letter of this date from Beirut, Syria

"We desire very much to hasten back to resume the missionary work in Lebanon, just as soon as circumstances allow. Opposition and protest of Mr Thomson & others at Beirut against our return to Syria must be our apology for delaying to return."

This protest you have admitted or endorsed in the Report adopted by the Board at Salem October 5, 1871 -

- Hence interest, etc -

Rev N. G. Clark D.D.

Dear Sir,

I have the honor to reconsider and reciprocate great regret for your misapprehension of the case, on examination, statement and file in the Journal of the Court of U.S. Consulate General at Beirut Syria —

The vote of Prudential Committee that there can be no occasion for further conference in view of the action of A.B.C.F.M. at Salem October 3. 1871 is in evident accordance with the fact and agreement to submit the case on its merits to said Court —

So we have presented and

the Business Committee have received, in the language of the Committee "a claim upon the Treasury of the Board for the sum" of $25,509.22 (including estimates for this Year) with interest within authorized rates in Syria -

In my apprehension the action of said Court was judicial and final for withdrawal and transfer of this claim on charge for indebtedness proved against the Treasurer of its Syria Mission - Agreement to submit the Case in the Opinion of the Court - would be equivalent and practically amount to withdrawal and transfer of the claim upon the treasury of A.B.C.F.M -

There can be no misapprehension in "the understanding that the journal of the Court should contain simply the petition and the final decree" ---

If I understand the necessities for the prosecution, action was judicial. Amicable adjustment and friendly arbitration proposed by the Court being declined by the defense —

For the prosecution it was necessary and proper to aver make oath and agree as plaintiff did. To submit the case at the expressed desire and election of Rev S. H. Calhoun treasurer of the Mission in fact action approved by Foreign Secretary of the Board —

With great regret for

your mind & prehension of the case, I have the honor and pleasure therefore to request this vote for amicable revision of the Prudential Committee if you please, in the interests of common justice for the prosecution of this claim upon the Treasury of the Board for the sum of $25.000.00 held on account of salaries demanded and withheld in open court of February 1888.

Very respectfully yours

William A Benton

12 Bowdoin Street
Boston Wednesday
June 12. 1872.

Immediate answer hereby requested — W.A.B.

Rev N. G. Clark DD.

My dear Sir,

I have the honor to have already acknowledged your favor of the 7th received the 8th in answer to my note of the 5th instant. But feel very "great regret for your misapprehension of the case".

In the necessity or propriety of the recent vote after some consideration by the Prudential Committee, I am bound to acquiesce. If there can be no occasion for further conference, submitted on its merits the case must be held in the Journal of the Consular Court at Beirut Syria. On account of salaries to enforce payment of "a claim upon the treasury of A. B. C. F. M. for

the sum of $25.809.20
for ten years past. with
interest compounded at twelve
per cent. per annum. for the
whole time.

In view of $1434.42 salary
already received on this subject
June 29. 1861 if you please in
account from July 31. 1859 "a final
settlement was made at the Missionary
House in Boston July 21. 1869.

Receipt given in the form
proposed by the Committee
is in evident accordance with
farther instructions incorporated
in the Executive Action and order
of said date. —

The Committee consider
this legally and morally
conclusive in past action.
Nothing in the constitution
or transactions of its Foreign

Missions can in any way weaken or subvert the claims of a missionary of the Board as a citizen of the United States.

Your answer in the note of the 7th instant must be at your official responsibility, and oblige me to act or stand for the prosecution and right "apprehension of the case" and "ask the Court to enforce".

I have suggested reconsideration of this vote to urge "occasion for mutual conference".—

Because donations received for the missionary work in Syria, paid for charities, can be no payment of authorized salary without the sanction and against the wishes of the Prudential Committee. Denial of validity and legality alters not the truth of the account, nor agreement

in the necessary forms
for the prosecution.

Reviewed at Salem Oct 5th
1871 this account is "a claim
upon the treasury of the
Board for the sum of $25.809.20
on account of salaries for ten
years past, etc on demand, etc.

Transferred to another Board,
we hope, that its Syria mission
may be prosperous. Lebanon
invites us to return at the
earliest convenient opportunity
for our proper missionary
work in the Goodly Mountains
and the regions beyond.—

Therefore I urge immediate
settlement, and remain

Very truly yours,
William A. Benton

14 Trowbridge Street
Cambridge June 1872—

In accordance with past action of the Committee and of A.B.C.F.M. at Salem October 5. 1871 honor and duty oblige the Undersigned formerly a Missionary of the Board in connection with its Syria Mission to agree in open Court at Beirut Syria to submit the case on its merits, to present "a claim upon the Treasury of said Board" for the sum of $25.009.20 "on account of Salaries" payment whereof having been demanded and withheld, plaintiff asks said Court to enforce -

William Austin Benton

14 Trowbridge Street
Cambridge Mass U.S.A.
June 17. 1872 -

Rev. N. G. Clark D.D.

Dear Sir,

In accordance with the action of the Committee and the Board at Salem October 5th 1871 I have the honor and pleasure to hold "a claim upon the treasury of A. B. C. F. M. for the sum of $25,809.20 on account of salaries, from the summer of 1859 including estimates for the present year.-

As a missionary of the Board formerly in connection with its Syria mission, obliged fully to acquiesce in the view of the Prudential Committee that there can be no occasion for further conference. I have presented this claim from October last on charge for

indebtedness proved against Rev S. H Calhoun as Treasurer of said Mission. Held in the Journal of the United States Consular Court at Beirut Syria in a civil case against him as said Treasurer -

Submitted on its merits with the understanding that the Journal of said Court should contain simply the petition and the denial thereof. I am authorized to consider that action of the Court granted me leave to withdraw and transfer the case from said Agent to the Treasury of the Board in past action.

With great regret for your misapprehension of the case, I have the right to regard as a lapsing the sums already received

From Mr Calhoun. Whatever others may say. in account from July 21. 1859 to June 29. 1861 —

Denial of the validity and legality makes no alteration in the truth of the account. You alas! seem to have approved this denial; and have declared that we "can have no claim for salary on the order" given in Dr Anderson's letter to me of June 29. 1861 —

Let us acquiesce if you will, and agree in the vote that there can be no occasion for further conference. There is necessary agreement for withdrawal and transfer of the claim from the authorized Agent to the Treasury of the Board

Reconsideration or revision might secure amicable

adjustment and friendly
Arbitration proposed by the
Court, but declined by the defense
as Authorized Agent of A. B. Wolfe
in Syria -

Therefore on account of salaries,
payment whereof having been
demanded and withheld I ask the
Court to enforce, I have the honor
and duty to hold in the interests
of simple justice and consider
this account in whole and in
part a claim upon the treasury
of the Board for the sum of $25,509.20
at the legal rate of interest. in
the journal of said Court. to
enforce - Understand this journal
should contain simply the
petition and the denial thereof -

Very faithfully Yours
William A Benton

14 Trowbridge St.
Cambridge Mass
June 17. 1872 -

Rev N. G. Clark D.D.

Dear Sir.

We must have great regret for misapprehension of the case on either side, and acquiesce or agree in the recent vote of the Prudential Committee copy of which came to hand June 8th.

We feel that there can be no occasion for further conference to hold for the prosecution "a claim upon the Treasury of the Board for the sum of $25.809.20 on account of salaries for ten years past" in Syria payment whereof having been demanded and withheld. I ask the Court to enforce. On this petition I am authorized to consider

the land of interest payable quarterly in advance from commencement of proceedings in a civil case -

In view of $1474.42 salary already received from Rev. S. N. C. Treasurer of its Syria Mission on account of salaries June 29. 1861 we need and ought to feel that that all our pecuniary claims have been fully met on the subject in accordance therewith to that date. The right of plaintiff to regard, acknowledge, concede and hold as salary this sum of $1474.42 was kindly suggested at the Missionary House in Boston July 21. 1869. And if you please a final settlement was made with us for so much payment subject of course to the revision or sanction of the Prudential Committee.

We have the honor to urge our united request for leave in writing of the Board if the Lord will "to go again and visit our brethren in every city where we have preached to them the word of the Lord, and see how they do" Continued to be returned to Syria, it was decided that this request could not be entertained for reasons assigned by the Board at its corporate responsibility

On agreement to submit the case on its merits to the Court therefore it is evident that there can be no occasion for further conference to secure amicable adjustment and friendly arbitration - the Court on evidence introduced decided that charge for indebtedness proved against Rev. A. Calhoun

Treasurer of its Syria Mission, and granted leave to withdraw and transfer this claim from its authorized Agent to be held upon the Treasury of the Board. In judicial Action of said Court there can be no occasion for misapprehension of the case.

For can we misapprehend the further statement that this Agreement would be equivalent and must practically amount to a withdrawal of this claim upon Mr Calhoun, and his associates in Syria - whose earnest protest against our duty to return to Syria, we have heard with great regret, and left to the Prudential Committee

Very truly Yours
William A. Benton

14 Trowbridge Street
Cambridge Mass U.S.A.
June 24, 1852 —

Rev. W. A. Benton

Cambridge June 25/72

Rev N. G. Clark D.D.

Dear Sir, Rec'd June 26.

Having returned to this country at the invitation of the Prudential Committee, July 10. 1869. I had the honor to present an account of salaries for ten years past for the revision or sanction of the Prudential Committee.

On charge for indebtedness proved against Rev S. H. Calhoun as treasurer of its Syria Mission this account is held on agreement at his expressed desire in the journal of the United States Consular Court at Beirut Syria. from February 27. 1868.

The view of that action by the Prudential Committee and the order given June 29. 1861 we must feel in the language

of Dr Anderson as I stated in conference that all has been done which justice and humanity demanded to continue the payment of my salary —

You was one of the Committee to say the next day that we have the right to regard as salary the sum of $1474.42 already received June 29. 1861 whatever others may say. Asked at the same time in view of those sums if we could feel that all our pecuniary claims have been fully met in the account of salary from July 31. 1859 to June 29. 1861. We cordially assented. On this assent the paper was presented for our signature quoted at Salem October 5. 1871 to misrepresent and suppress the facts in

the case. But we were assured that the Board will redeem all their pledges on the subject of "a claim upon the Treasury of the Board for the sum presented and reviewed on account of salaries for ten years past". -

Now the amount is $25,809.20 on demand with interest held in the Journal of said Court;

No occasion for further conference could alter the necessary forms for the prosecution to ask the Court to enforce unless "the Treasurer should receive further instructions from the Committee on the subject" and continue the payment of all that justice demanded.

If the Treasurer (would as he) should receive further instructions

and agree to regard as salary
the sum of $1474.42. However
paid for charities; or of $500
currency advanced on the score
of authorized salary payment
whereof having been demanded
and withheld, I ask the Court
to enforce in a civil case.
It is evident that there can be
no occasion for an earnest
protest against our duty to
return to Syria if the Lord
will, and visit our brethren
in every city where we have
preached the word of the Lord
and see how they do. Sent
to the Prudential Committee. This
action is at the corporate respon-
sibility of A. B. C. F. M. if you please.

Very truly Yours,
William A. Benton

14 Crowninshield Street,
Cambridge Mass.
June 25. 1872.

Rev. W. A. Benton

Rev N. G. Clark D. D.
Foreign Secretary A. B. C. F. M.

Cambridge June 1872

Dear Sir

In accordance with our request on a former occasion having laid our case once more before the Prudential Committee after some consideration you say it was voted that

In view of past action by this Committee and by the Board at its last annual meeting there can be no occasion for further conference.—

I am obliged therefore to revise the account or charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of its Syria Mission at whose expressed desire I have submitted the case on its merits to the Consular Court.

at Beirut Syria

On Past Action by the Committee and by the Board at Salem Oct 5. 1871 this Account Constituted "a Claim upon the Treasury of the Board for the sum of $22.181.15" and for Salary in 1872. 750 and interest at the legal rate 2878.05

Amount for this year. $25.809.20

or demand with interest held in Journal of said Court -

Revision or sanction must be essential to agree that all our pecuniary claims have been fully met - in the sum already received from Mr Calhoun June 29. 1861. For necessity to feel on either side is no occasion to agree without the consent of the other party. in a civil case. Agreement to submit the case on its merits to said

Court that necessary & fraternal.

From commencement of proceedings at land interest is payable quarterly in advance in all civil cases between citizens of the United States in Turkey.

The Syria Mission nor its Treasurer can be no Respondent, because missions and their Treasurers as such are unknown to the law. Its Treasurer of course can be respondent as a citizen of the United States for the defense

Revision of unlawful action or sanction of amicable adjustment would "continue the payment of Mr Benton's salary at the rate of $750 per annum" in the sum of $1474.42 already received on account of salaries June 29. 1861 —

We have the right to regard

as Salary Sums Already received in Account from July 31. 1859 to June 29. 1861 whatever others may say. And there can be no occasion for further Conference without the sanction and against the wishes of the Prudential Committee.

Necessity to commence proceedings in a civil Case to enforce payment of "A claim upon the treasury of A B C F M for the sum of" ($25.809.20) arising from our Executive Separation from said Board as its Missionaries formerly in Connection with its Syria Mission must be lamented. Immediate settlement is hereby requested ~~of the~~ &c —

Very truly Yours
William A Benton

14 Trowbridge Street
Cambridge June 1872 —

Treasury of A. B. C. F. M.
Boston. Ms. U. S. A — To William A Benton Dr

Cambridge June 1872.

1871 (On account of Salaries)		Dollars	Cts
October 1.	To Amount received this date	$22 181.	15
" "	" Salary for 1872. in Estimate &c.	750.	
1872.	" Amount do.	$22 931.	15
Jan 1	" Interest 1st Quarter	687.	93
April 1	" do 2nd do	708	57
July 1	" do 3d do	729.	83
Oct 1	" do 4th do	751.	72
" "	" Amount for October next	$25. 809.	20

Claim held in the Journal of Consular Court at Beirut. Syria.

To Foreign Secretary
A. B. C. F. M.

Respectfully Submitted
William A. Benton

The Prudential Committee will do me a kindness to grant as salary those sums already received on the score of the account charged in the petition against Rev S. H. Calhoun as treasurer of its Syria Mission formerly of this Board.

A fraternal settlement will terminate the necessity to charge future interest on accounts of salaries for ten years past. And allows us leave in closing of a bill to "go again and visit our brethren in every city where we have preached the word of the Lord and see how they do if the Lord will. — Respectfully submitted

William A Benton

14 Trowbridge Street
Cambridge Mass U.S.A.
June 29. 1872.

Overture

Amicable adjustment and friendly arbitration proposed by the Court being declined by the defense, of course there can be no occasion for further conference to revise the action and agreement to submit the case on its merits to said Court, early in 1868.

A final settlement was made at the Missionary House in Boston July 21. 1869 for the sum of $1474.42 salary already received June 29. 1861, and for all pecuniary claims fully met in the fraternal transaction to regard as salary the sums paid in Syria — $1474.42

and in Boston — 363.63

Amount $1838.05

Rev. W. H. Benton

Cambridge June 24. 1872

Rec'd July 2

C. Stoddard Esquire
Chairman of Prudential
Committee A.B.C.F.M.

Dear Sir,

I have the honor and pleasure to acquiesce in the recent vote of the Prudential Committee declaring that

"In view of past action by the Committee and by the Board at its last annual meeting, there can be no occasion for further conference.

In consideration of this action we feel that we must hold for the prosecution, "a claim upon the treasury of A.B.C.F.M. for the sum of $25.809.20 on account of "Salaries" etc. -

Held in the Journal of the Court on charge for indebtedness proved against Rev S. H. Calhoun as treasurer of the Syria Mission, at his expressed desire, I have acted in harmony to submit the case on its merits, without introduction of irrelevant matter.

Denial of the validity and legality, can never subvert, nor weaken the truth of the account, appended to the petition, sworn to be true. This account is composed simply of salary, with interest compounded, at the authorized rates in Syria from suspension of payments, "until the treasurer should receive further instructions from the Committee on the subject". Instructions must involve obligation to pay

authorized salary on demand from June 29. 1861 if they would.

From that date payment has been demanded and withheld and not only so. but also from July 31. 1859. Dr Clark approves this action, however unfraternal and the appearance of Mr Calhoun in open Court to deny, and says that we "can have no claim for salary on the order given in the action of June 29. 1861"—

It is evident if we can have no claim for salary that we ought no longer to remain missionaries of the Board and formerly in connection with the Syria Mission!

Required to act in harmony with the brethren missionaries of the Board in foreign countries must be citizens of the United States

who ought to receive Salaries -

Now therefore, I, W. A. Benton Citizen of the United States, respectfully that Reed S. H. Calhoun, Citizen of the United States would, if he could, oblige me to act and agreed to submit the Case on its merits, ask the Court to enforce, and give him or A. B. C. Still - Examination of the Case does final -

The present value of this claim upon the treasury of A. B. C. Still. For this year, is the sum of $25.809.20 "on account of Salaries" less the sums already received June 29. 1861 &c

Very Respectfully Yours
William A. Benton

14 Cordeviage Street
Cambridge Mass.
Monday June 24. 1872.

Copy

Rev. W. A. Benton

Cambridge June 24, 1872

Rev W. G. Clark D.D.

Dear Sir. Rec'd July 2

We must have great regret for misapprehension of the case on either side and acquiesce in the recent vote of the Prudential Committee copy whereof was received June 8th

We feel that there can be no occasion for further conference to hold. For the prosecution, "a claim upon the treasury of the Board for the sum of $25,809.20 on account of salaries for ten years past" in Syria, "payment whereof having been demanded and withheld I ask the Court to enforce".

On this petition held in the journal of the Consular Court at Beirut, Syria, I am authorized to consider

and have a citizen's right to employ the law of interest payable quarterly in advance from commencement of proceedings in a civil case, between parties.-

In view of $1474.42 salary already received from Rev S. A. Co on account of salaries, June 29. 1861 all our pecuniary claims pro tanto have been fully met as the subject to that date in account from July 31. 1859. It is certainly our personal right to regard concede acknowledge and feel so, and hold $1474.42 as salary expended. And if you please a final settlement was made with us at the Missionary House in Boston for so much payment of salary subject of course to the revision or sanction of the Prudential Committee.

I have the honor to urge our united request presented at Salem for leave in writing of the Board if the Lord will to "go again and visit our brethren in every City where we have preached to them the word of the Lord and see how they do".

It was decided that this request construed to "be returned to Syria" in the judgment of the Committee could not be entertained for reasons assigned by the Board at its corporate responsibility.

On agreement to submit the case it is evident therefrom that there can be no occasion for further conference to effect or secure amicable adjustment or friendly arbitration the court on evidence introduced decided

that this order given in action of June 29. 1861 proved the charge for indebtedness against Rev S. H. C. as treasurer of its Syria Mission, and granted leave for withdrawal and transfer of this claim from its authorized Agent to the treasury of A. B. C. F. M. In judicial action of said Board there can be no occasion for misapprehension of the case. Nor can we misapprehend that other statement that this agreement would be equivalent and must practically amount to a withdrawal of this claim when Mr C. & his associates whose earnest protest against our duty to return it we have left to the Prudential Committee.

Very Truly Yours
William A. Benton

14 Trowbridge St.
Cambridge Mass. U.S.A.
June 24. 1872 —

Rev. W. A. Benton

Cambridge, July 4. 1872

Rec'd July 6

Rev N. G. Clark D.D.

Dear Sir,

In view of past action by the Committee and by the Board at its last annual meeting I have the honor to acknowledge and hold "a claim upon the treasury of the Board for the sum of" ——— $22.181.15
"on account of salaries" and 750
salary for this year and 2878.05
interest. Amount — $25.809.20,
including estimates for this year,
payment of which in Syria having been demanded and withheld from the summer of 1859. I ask the Court to enforce.

This account held in the Journal of said Court as in a promissory Note, I have submitted on

charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of its Syria Mission. This consisted simply of salary and interest compounded at twelve per cent per annum for the whole time. Submitted on its merits. As the expressed desire and responsibility of the defense the case is judicial. Examination was final in the preliminary hearing for the prosecution of Rev S. H. Calhoun as Treasurer of its Mission.

We have expected that the Prudential Committee would sanction the right to regard as salary the sum of $1474.42 already received June 29. 1861 in accordance with past action and order given in Dr Anderson's

letter to me of that date.

Without the sanction and against the wishes of the Prudential Committee we have not considered that our receipt was a final settlement made with us for the sums paid to me in Syria and in Boston.

The resolution adopted by the Board at Salem Oct 5, 1871 to recall missionaries who from any cause fail to work in harmony with the brethren in its foreign missions: and to make such provision for Dr Kinsey and his family as circumstances require may be related to this case, or this case to it. But this must be left to the Prud. Committee, in their vote that there can be no occasion for further conference —

However we expect that the Board will redeem all their pledges given in past action. Instructions which no minister can set aside direct to continue the payment of salary demanded and withheld from July 31. 1859 - by Mr Calhoun and his associates in Syria. This action I consider unlawful as I am not protest against our return to Syria is absurd -

Therefore interest compounded at twelve per cent per annum for the whole time is payable quarterly in advance.

Respectfully submitted
William A Benton

14 Trowbridge Street
Cambridge Mass U.S.A
July 24. 1872 -

Present value of claim $25,057.48
Interest payable Oct. 1/72. 751.72
Amount for this year $25,809.20

Rev. W. A. Benton

Cambridge July 5/72

Rec'd July 6.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

My Dear Sir,

Misapprehension of the case on either side can be no advantage to any one.

You assume for the defense that we can have no claim for salary on the order given in Dr Anderson's letter to me of June 29. 1861 -

But I have the honor to hold a claim upon the Treasury of the Board for the sum of $25.809.20 on account of salaries for ten years past. And I have declared on oath that according to the best of my knowledge this account is true, in a civil or judicial case -

Held in the Journal of the Consular Court. I consider this account it good as a pledge in a Promissory Note payable on demand, if we should return to Syria for the Missionary work in Lebanon —

Our brethren may think so and therefore "there was sent to the Prudential Committee an earnest protest against our return" early in 1870 —

It is understood of course that our connection with the Board depended upon our relation to the Syria mission and our connection with the Prudential Committee is still unbroken, if the Lord will

At the direction and responsibility of A. B. C. F. M. they have to consider, if you please

"A claim upon the Treasury of the Board (A claim upon its Funded Treasury in Syria) for the sum of" —— $25.809.20
"On account of Salaries", including Estimate of interest due on October next if not for salary another year —

The right to Estimate interest payable in advance as our laws require is good evidently as the right to regard as salary the sum of $14474.42 Already received from Mr Lathorn June 29. 1861 —

The form of receipt is somewhat ambiguous and liable to misapprehension. However "the Committee Consider this legally and morally Conclusive" in the report adopted by the Board at Salem October 5. 1871

Nord Trust Action was business

in some consideration of which "there can be no occasion for further conference". Therefore I conclude receipt of $1474.42 must be for "salary" whatever others may say in account from July 31, 1859 to June 29, 1861 –

Confined simply to the petition and memorial thereof approved by you, I am obliged to acknowledge "great regret for your misapprehension of the case held in the journal of said court", and ask immediate explanation.

Very faithfully yours
William A. Benton

14 Trowbridge Street
Cambridge Mass
July 5, 1872 –

Rev N. W. Clark, D.D.

Dear Sir,

I thank you for your answer to my note of the 5th, received the 8th instant giving notice of the vote that "In view of past action by the Committee and by the Board at its last annual meeting, there can be no occasion for further conference". And you express "great regret for (my) misapprehension of the case".

In consideration of this vote and past action by the Board, at Salem Oct 13, 1871, confined simply to the petition, and the denial

therefore I have the honor and pleasure, without conference, in accordance with official instructions to regard and ask the Prudential Committee to grant as salary expended the sum of $1474.42 already received for that object June 29. 1861.—

Received in accordance with past action of the Board. However validity and legality of the account may be denied by others, we have plaintiff's right thus to think and act for the prosecution whatever others may say.—

In view of these facts we can feel that all our pecuniary claims have been fully met on the subject. Pro tanto, from July 21. 1859. to June 29. 1861. of other claims and subjects from that date. Can there

be no occasion for further conference? —

On receipt of $1474.42 salary you wrote me August 6. 1869 that we have discharged the Board from pecuniary liability toward its former missionaries in connection with its Syria mission. And you express great regret for our misapprehension of the case.

However true or otherwise, in accordance with this vote just received June 8th it can be no occasion for further conference on the side for the prosecution.

We as well as you must have "great regret for your misapprehension of the case", wherein W. A. Benton, citizen of the United States is plaintiff against A. B. C. & D. on charge for indebtedness proved against

Rev S. A. Calhoun, as Treasurer of its Syria Mission or whose expressed desire I have consented to submit the case on its merits and adhere to said petition held in the Journal of the Court if you approve. The Court judicially fixed the terms examined the facts and stated the effect of this agreement for withdrawal and transfer of this claim from individual treasurer of its Syria Mission to the treasury or legal personality of A. B. C. F. M. There can be no occasion for further conference to vindicate claims for "interest at the legal rate payable quarterly in advance to induce

Very faithfully yours

William A. Benton

12 Boylston Street

Boston July 10. 1872 -

14 Trowbridge St. Cambridge
Aug. 9th 1872 —

Honored Fathers & Brethren
of the Prudential Committee
of A.B.C.F.M. —

We are hindered in the work of the Lord to which we are called in Syria — We came to this country three years ago, for reasons which you well know, we did not wish to have stayed one year — we entreated you to send us back — & when Dr Clark declined we sought other connections & once & again & again letters from the Missionary House prevented the completion of those arrangements & thereby became responsible for our delay

Dr Clark told us not long since that the Board

pledged us our support
in Syria as long as we were
faithful & true Missionaries —
We certainly understood that
we made a solemn Contract
with the Board for life, we
believed the Officers of the Board
would redeem, all their pledges.
We have been faithful & true to
you honored Fathers & Brethren, &
to the great Lord of all Missions
every day, & there never was
a sufficient reason why we
should have been separated
from the Board — A better, truer
more faithful Missionary than
my honored husband never
crossed the seas, — if I do say it,
Therefore I entreat you to make
some arrangement for our
honorable return to

our work on Mt Lebanon
& in the regions beyond —

Before God & the Churches,
& in behalf of the thousands of
poor souls on Lebanon, I
entreat you to give this subject
your immediate attention

Your sister in Christ
Mrs. W. H. Benton

Mrs. W. A. Benton,

Cambridge, Aug. 9, 1872.

Rec'd — Aug. 12 —

14 Trowbridge Street
Cambridge, Mass. U.S.A.
September 16. 1872

Rev. N. G. Clark D.D.

My dear Sir,

In your note to me of June 7th received June 8th 1872 we understand that you have "laid the case once more before the Prudential Committee. After some consideration it was voted that

In view of past action by the Committee and by the Board at its last annual meeting, there can be no occasion for further conference

In whatever form you laid the case before the Committee for this year, we sent the claim upon the Treasury of the Board for the sum of $25.209.20 on account of salaries for fourteen years, payment whereof

has been demanded and
withheld from the Summer
of 1859 to this time.
Held in the Journal of the
United States Consular Court at
Beirut Syria, I have presented
this account. And the Business
Committee at Salem Oct 5. 1871
have reviewed and allowed
my presentation of "a claim upon
the treasury of the Board on
account of Salaries on demand
with interest compounded at
twelve per cent per annum
for the whole time"
Now you say that we can
have no claim for salary
on the order given in the
official action of June 29. 1861
However we have presented the
account and the Business
Committee have examined

and reported "a claim upon the treasury of the Board on account of Salaries. And the Prudential Committee after some consideration voted that there can be no occasion for further conference

In view of such action by the Committee therefore, how will you prove to me that we can have no claim for salary from the summer of 1859?

Consider if you please that in executive action to separate, we cordially accepted on Mr Calhoun once for all executive order to support your correspondent and his wife as missionaries of A. B. C. F. M. for the missionary work in Lebanon.

And this order, in the language of the Court proves the charge

for indebtedness against Mr Calhoun as Treasurer of Syria Mission.

If it be held by the Board to be the duty of the Prudential Committee to recall a missionary who from any cause fails to work in harmony with his brethren in the same field. Suppose it should be held by the missionary to be his duty in conscience and honor, and discharged personal responsibility for Christ, and the Lost to decline such recall and ask others instructions, and accept official order given in past action by the Committee and press the claim upon the treasury for payment of authorized salary on demand?

Very faithfully Yours
William A. Benton

Immediate answer requested.-

No I.

14 Trowbridge Street
Cambridge Sept 17. 1872

Rev N. G. Clark D.D.

My Dear Sir,

In my note to you, yesterday's date we have come to agree or intended to agree that there can be no occasion for further conference.—

Our claim upon the treasury of A. B. C. F. M. for the sum of $25.009.20 on account of salaries submitted to the Court on its merits for fourteen years, on agreement, with interest at U. S. legal rate is held in the journal of said Court U. S. Consulate General at Beirut Syria, early in 1868.

Now I have the honor to propose that the account should include our right as missionaries to estimate of $750 salary

for another year when fourteen years must be accomplished

And we ask you to inform if it may please the Prudential Committee to place at my debit and return me, the note given to U.S. Consul General at Beirut for two Hundred pounds Sterling June 2. 1869?

In any settlement of the account held on oath and file in the journal of said Court, it was our agreement to have said sum of £200. placed to my debit. Advanced as a gratuity. Your Correspondent and his wife deny that "a final settlement was made with them at the Missionary House in Boston July 21. 1869" and ask the Committee (Prudential or Business) to prove or explain this allegation. How can

"The Committee consider this legally and morally conclusive"?

You assume and we deny that we can have no claim for salary on the order given in Executive Action of June 29. 1861 In accordance, however, with agreement to submit the case on its merits to said Court in the necessary forms for the prosecution of an individual, as treasurer of its Syria Mission, we have "a claim upon the treasury of A. B. C. F. M. for the sum of $25.809.20 on account of salaries, etc.

Agreement to submit the case in the language of said Court "would be equivalent and practically amount to withdrawal or abandonment of this claim on Rev S. H. Calhoun

in his personal liabilities, who as "the treasurer of its Syria mission has always felt that the matter was substantially left to his own responsibility and that of the mission"

In this view, I presume all parties should agree and feel that they have discharged only their own personal obligations that they have performed only their own appropriate duties, except the treasurer of said mission and his associates in Syria.

Very faithfully yours

William A. Benton

No 11.

14 Trowbridge Street
Cambridge Sept 17. 1872

Rev N. M. Clark D.D.

My Dear Sir,

In my note to you this morning I am obliged to agree with the vote of the Prudential Committee received June 8. 1872.

No statement from the Board need be more practical business than "a claim upon the treasury of the Board for the sum of $25,509.20 on account of salaries for ten years past with interest," including estimates for another year from October 1871.

The proposition I have the personal right to make for estimate of $750 salary for another year when fourteen years must be accomplished

I have the honor and pleasure to refer to you for consideration of the Prudential Committee.

A appropriation of $200. as a gratuity was no final settlement for salary on the order given in past action by the Committee June 29. 1861 or July 21. 1869

Agreement to accept of a gratuity was no settlement for salary. We do not consider this legally and morally conclusive for "a claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries for ten years past" etc. We ask explanation or proof of a final settlement in the case.

Submitted on its merits to the Court of the U. S. Consulate General at Beirut Syria. Action was judicial in the decision

given in my note yesterday and in the statement of the Court for withdrawal or abandonment of this claim upon the Treasury of the Board — for withdrawal and transfer from Rev. S. Hallock to its executive administration at Beirut Syria

The Supreme Court of the United States, if the action must be prosecuted can revise the action of its Consular Court, in a civil case. I am advised that no inferior authority can alter the action, (decision or statement) of its Consular Court.

So the case at the expressed desire and election of your authorized Agent in Syria is "substantially left to his own responsibility and that of the Mission"; that is,

to the responsibility of the defense. Immediate answer requested from yesterday's date please return within three days. and fraternally oblige

Very Faithfully Yours
William H Benton

to the responsibility of the defense. Immediate answer requested from yesterday's date please return within three days. and fraternally oblige

Very Faithfully Yours

William A Benton

14 Trowbridge Street
Cambridge Mass. Wednesday
September 18. 1872

Rev N. G. Clark D.D.

My dear Sir,

In view of past action by the Committee and by the Board at its last annual meeting our proposition is to agree for withdrawal and transfer from Rev L. H. Calhoun of the "claim upon the treasury of the Board for the sum of $25.809.20 on account of salaries, and interest at the authorized rates on demand from July 31. 1859 to this time.

Held in the Journal of the Court as in a promissory Note payable on demand with interest at the United States Consulate General. Beirut. Syria. at the expressed desire and election of the defense it was the

agreement to submit the Case. And it is understood from commencement of proceedings January 1868 that interest is payable quarterly in advance.

Because. First, in the notice of our Executive Separation from its Syria Mission June 8. 1859, and from A. B. C. F. M. June 29. 1861, as advised from the Missionary House August 23. 1858 we should "Cheerfully accord with this resolution" and cordially accept on the treasurer of said Mission the official order given in Executive action of June 29. 1861 from its date "to continue the payment of Mr Benton's salary" etc

Because Secondly in view of this, we consider that all has been done which justice and humanity demanded on this subject.

Because. Thirdly the Consular Court decided that this order proved the charge for indebtedness against Mr Calhoun as treasurer of its Syria Mission. The Court also fixed the terms. And stated the effects of this agreement to submit the Case. for withdrawal or abandonment of this claim on Mr Calhoun. And

Because. Fourthly the Committee at the Missionary House in Boston suggested and allowed for the prosecution of this claim. the right to regard as salary. the sums already received from said Treasurer June 29. 1861 whatever others may say in account of salaries from July 31. 1859 to June 29. 1861.

Now you appear to say that we can have no claim for salary on the order given in the action

and language of the Prudential Committee that "the Treasurer should receive farther instructions"—

You declare that we have discharged the Board from all further pecuniary liability toward its Missionaries formerly in connection with its Syria Mission, however untrue, for Mount Lebanon, Syria.

The Committee say that "a final settlement was made with them", and "consider this legally and morally conclusive". And our request for leave in writing of the Board to return, or "be returned" to Syria "for prosecution of the Missionary work in Lebanon could not be entertained at the last annual meeting of A.B.C.F.M.

Very truly Yours,

William A. Benton

"

Rev N. G. Clark D.D.

My dear Sir,

In view of past action by the Committee and by the Board, at its last annual meeting, your brother asks the Prudential Committee to make or approve an advance of $500 on the score of $25.809.20 on account of salaries for fourteen years from July 31. 1859. Payment whereof having been demanded and withheld in a civil case, we ask the American Board of Commissioners for Foreign Missions to continue.

Very Respectfully Yours
William A. Benton

Rev. W. A. Benton

Cambridge, Sep. 18, 1872.

Rec'd Sep. 20.

Rev N. G. Clark D.D.
Foreign Secretary A B C F M
Boston Mass. U.S.A.

My dear Sir,

Assured that we have the right to hold as salary the sums already received from Rev S. H. Calhoun, Treasurer, June 29. 1861 whatever others may say, and that the Board will redeem all their pledges to our Missionaries of the Board or otherwise, we should feel (in view of $1474.42 salary) that all our pecuniary claims have been fully met in account of salaries from July 31. 1859 to that date.

Denial of the validity and legality can in no wise alter the truth of the account in whole and in part from the summer of 1859 —

In the existing circumstances unquestionably we ought to feel and acknowledge and hold the truth whatever others say and do. And we refer the case for proper sanction of the Prudential Committee.

We gratefully accepted the sum of Two Hundred Pounds sterling, as a gratuity, and $500 currency advanced to redeem the pledge given from the Missionary House March 7. 1865.

How you assume (August 6, 1869) that we "have discharged the Board from all further pecuniary liability towards us," when the Treasurer of the Board wrote me December 20. 1869 that "the Prudential Committee hold us to our agreement and desire no vain repetition of "matters thus fully settled"? We have no information or explanation. Asked whether you meant "liabilities" or "matters thus fully settled" for two or ten years past, you know that we received no answer.

On agreement of both parties to submit the case, instituted in the necessary forms for the prosecution, it is optional as it may be expedient to hold us to our agreement for withdrawal and transfer of this claim from its authorized agent to its executive administration in Syria in both parts of indebtedness charged and proved on the treasury of A. B. C. F. M. for ten years past, or future years.

So in view of statement of "a claim upon the treasury of the Board on account of salaries for ten years past

with interest compounded at twelve per cent per annum for the whole time. the Business Committee considered also that there should be stated "a protest against our return to Syria signed by the brethren of said Mission and sent to the Prudential Committee. This protest, however unfair is perhaps anomalous as denial of the truth in a civil case for the sum of $25.809 20 on account of Salaries October 1872-

Very faithfully Yours
William H. Benton

12 Bowdoin Street
Boston Mass. U.S.A.
September 20. 1872-

Rev R. Anderson. D.D.

My dear Sir,

We have received no sanction of the Prudential Committee to the appropriation or expenditure of $1474.42 on account of Salaries from the Summer of 1859 to June 29 1861, in the Funds received from Rev S. H. Calhoun, Treasurer of its Syria Mission. But Dr Clark has written me to say that we can have no claim for Salary on the order given in the action of the last-mentioned date above. and your letter to me. on the subject -

I am surprised at this construction, and obliged

to me for the Expenditure of $1474.42 Salary Already received June 29. 1861, and of $500 on the Score of Salary adjourned July 21. 1869, for the proper sanction of the Prudential Committee.

If there can be no occasion for further Conference, in a civil Case, we must lament the facts in the Mispirn, and in such Constructions to set aside instructions from the Committee on the Subject of Correspondence,

Asking the Kind and proper Action for Amicable adjustment and friendly Arbitration I am

Very Respectfully Yours
William A Benton

14 Trowbridge St
Cambridge Sept 20. 1872

Treasury A.B.C.F.M.

To William A. Benton Dr

1871

Oct 5.	Account of Salaries	$22.181.15
"	Estimate for 1872.	750.
1872.	Amount from last Year.	$22.931.15
Jan 1st	Interest 1st Quarter —	687.93
"	Amount " do.	23,619.08
April 1.	Interest 2nd do.	708.57
"	Amount " do -	24,327.65
July 1.	Interest 3rd do	729.83
	Amount " do	25,057.48
October 1.	Interest 4th do.	751.72
"	Amount " do	$25,809.20

" on demand, with interest.—

Our Estimate of interest for next quarter may suffice, on agreement, for Estimate of Salary another Year, if you please this month.

Respectfully Submitted

William A. Benton

Rev N. G. Clark D.D.

Rev N. M. Clark D.D.

My Dear Sir,

Your brother, and Mr Benton earnestly ask the Prudential Committee to sanction an advance of $500 on the score of a salary payment whereof they claim to have been unlawfully withheld from July 31. 1859 by the Syria Mission.

On making an advance of $500 on account of salaries at the Missionary House, it was promised that "the Board will redeem all their pledges" - And "salary" pledges comfortable support from June 29. 1861

Very truly Yours
William A. Benton

Card -

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir,

In view of past action by the Committee, and by A. B. C. F. M at Salem October 5. 1871 Your brother and his wife ask the Prudential Committee to sanction an advance of $500 on the score of $25.809.20 on account of Salaries. Fourteen years. Payment whereof having been demanded and withheld from July 31. 1859. in a civil case, we ask the American Board of Commissioners for Foreign Missions to continue.

Very Respectfully Yours
William A. Benton

12. Bowdoin Street
Boston Mass. U. S. A.
September 1872 -

Rev. W. A. Benton

Boston Sep. 1872

Rec'd Sep. 20.

Private

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir,

The vote of the Prudential Committee received June 8. 1872 seems to have left the Case laid before them at the pleasure of the Foreign Secretary, and A. B. C. F. M.

If it was laid before them for the sum of $25,809.20 on account of Salaries (demanded and withheld from the Summer of 1859) to this time, fourteen years, please admit or allow the right of your Missionaries formerly in Connection with its Syria Mission to make "a claim upon the Treasury of the Board for the sum" of $750 salary in Estimate for another Year. So the account will stand $25.809.20
October 1. 1872. And for another Year - 750,
"On Account of Salaries" etc. Amount $26.559.20
Less claims Already met from 29. 1861. 1474.42
Balance due (without Sum advanced - $25.084.78
Jan 1. 1873. Interest 1st Quarter. &c - 752.54
$25.837.32

Agreement may bring to an end once for all the necessities for interest in a civil case

Very Truly Yours
William A. Benton

14 Trowbridge Street
Cambridge Mass. U.S.A.
September 23. 1872 -

Herewith I enclose petition for the Committee.

C. Stoddard Esquire
Chairman of Prudential Committee A.B.C.F.M
My Dear Sir

In consideration of past action by the Committee, and by the Board at its last annual meeting, I have the honor to present for another year "a claim upon the treasury of the Board for the sum of $25.809.20 on account of salaries" payment whereof having been demanded and withheld from the summer of 1859 to this time I ask the Prudential Committee to continue

First in the sums already received from Rev S. H. Calhoun, treasurer of its Syria Mission June 29. 1861 acknowledged July 21. 1869

Secondly in the sums kindly advanced at the Missionary House in Boston July 21, 1869 on the score of a salary which (as advised) I claim to have been unlawfully withheld from me by its Syria Mission in a civil case. And

Thirdly, in payment of the balance which may be found due in the case, submitted on its merits in accordance with the expressed desire, and election of the defense to the Court of the United States Consulate General at Beirut Syria, early in 1868

Now therefore your missionaries formerly in connection with its Syria Mission, however

separated therefrom, and from the Board June 29. 1861 did "Cheerfully Accord" and accept in this action to separate. Your official order to support or provide support in the circumstances,

Assured that the Mission will of course make provision for our necessities in accordance with its own resolutions of February and July. And the resolution of October 19. 1859 we must accept fraternally that necessary and executive order.

Because from "August 23. 1858 as advised to accord with its resolutions. and practically acknowledge its authority"; it was necessary and proper to accord also in the intention and resolutions and such action of June 29. 1861. and of October 5. 1871 - And

Because advised to make our arrangements for returning to this country at the earliest convenient opportunity June 8. 1859 we respectfully declined from convictions of duty and asked other instructions in the case.

On agreement to submit the case. it is understood that interest at U. S legal rate in that country is payable quarterly in advance And we know no other possible checks to restrain unlawful action or protest of irresponsible agents but the civil penalties of interest prosecution Etc

Respectfully submitted

William A Benton

Boston Mass.
September 23. 1872.

M. G. Bridai

Boston Wednesday
September 25. 1872.

Rev N. G. Clark D.D.

My dear Sir.

In view of past action by the Committee and by the Board at its last Annual Meeting I have the honor and duty to hold "a claim upon the Treasury of A.B.C.F.M. for the sum of $25,809.20 on account of Salaries" in a civil case. At Beirut Syria.

I have the honor and duty also to admit the facts alleged in the report until our departure from Beirut June 2. 1869 to return to this Country for a visit.

But I am surprised at the Construction you have put upon the paper that we signed at the Missionary House in Boston

July 21. 1869. You assume that we have discharged the Board from all further pecuniary liability toward Missionary laborers formerly in connection with its Syria Mission at Beirut Station Mt. Lebanon Syria.

We have not discharged nor intended to discharge the Board from any pecuniary liability to Missionaries in the account from July 21. 1859 without the revision or sanction and against the wishes of the Prudential Committee. Who have the right to hold us to our agreement and remonstrate against our connecting with another Society.

Very Truly Yours
William A Benton

Rev. W. A. Benton

Boston, Sep. 25, 1872

Rec'd Sep. 25,

Rev. William A. Benton.
Cambridge Mass
October 10. 1872.
Recd Oct. 11.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My Dear Sir,

With the understanding that the journal of the Court should contain simply the petition and the decree thereof in the case it is held as a rule that parties at trial should be confined as closely as may be to the averment and the denial which shall not be altered after filing except on leave granted in open Court. And from commencement of proceedings in all civil cases before United States Consular Courts in that country, interest is payable quarterly in advance.

Therefore in view of that action by the Committee

and by the Board at Salem October 5. 1871, in accordance with agreement to harmonize with the brethren and submit the case on its merits to the Court, I have the honor and duty to represent "a claim upon the treasury of the Board for the sum of $25,809.20 on account of salaries, at 750. per annum for 1873:— $26,559.20, with interest, ...

In view of $14,74.42 salary already received June 29. 1861 it is possible to "feel that all our pecuniary claims have been fully met" on account of salaries from the summer of 1859 to that date whatever others may say. But without the payment of Mr Benton's salary at the rate of $750 per annum it is impossible to feel that all our pecuniary claims

have been fully met, or that our connection with the Board ought to be, and is accordingly dissolved from June 29. 1861. —

That the Treasurer of the Mission was privately instructed and should receive further instructions from the Prudential Committee to continue the payment of Mr Bartlett's salary at the rate of $750 per annum, be certainly, proved from Dr Anderson's letter to both parties of that date.

Action or failure and consequent liabilities of its authorized Agent touching "to continue the payment" must be action or failure of A.B.C.F.M. and charge for indebtedness proved against defendant as Treasurer of the Mission is "a claim upon the Treasury of the Board for the sum", received at Salem October 5. 1871

Now therefore if there can

be no occasion for further conference, where or so that "fraternal reception at the Missionary House", pledged in past correspondence, should or can be anticipated?

Is it true or fraternal to assume that "a final settlement was made with your correspondent and his wife?" or that they discharged, or intended to discharge the Board from all further pecuniary liability towards Missionaries formerly in connection with its Syria Mission in the transaction of July 21, 1869? The assumption may serve to sustain unfair & unkind action and grounds of protest of the brethren in Syria against honor and duty and truth in the account

Very faithfully yours
William A. Benton

– will the Prudential Committee grant an unmodified claim for unpaid salary $1474.42 already received 1861?

Court of the United States Consulate General
Beirut Syria February 26. 1868.

On the case in which W. A. Benton Citizen of the United States is Plaintiff against S. H. Calhoun Citizen of the United States, defendant; charge indebtedness for the sum of Twelve Thousand and Seventy Eight $\frac{16}{100}$ dollars. Before J. Augustus Johnson Consul General acting judically;

The Court is composed as follows.

J. Augustus Johnson Consul General of the United States of America; W. A. Benton to the acts for himself for the prosecution; W. Bird for the defense

S. H. Calhoun being duly sworn filed his answer in writing denying the validity and legality of the account appended to the petition in whole and in part.

The Court proposed amicable adjustment, and suggested friendly arbitration. Both propositions being declined by the defense, the prosecutor invited to produce evidence in support of the alleged claim, introduced the Executive order given in Mr Andersons letter of June 29. 1860.

The Court knew that order was in the hands of plaintiff several years before and in the judgment of the Court it proved the charge for indebtedness against the defendant as treasurer of the mission.

After considerable discussion as to the relevancy of proposed evidence that day

and the next, Plaintiff having no other evidence to submit, the defendant expressed a desire that the case should be submitted on its merits to the court without introduction of irrelevant matter. After some conversation with the defense plaintiff yielded to this suggestion and agreed to submit the case for decision without further discussion with the understanding that the journal of the court should contain simply the petition and the denial thereof.

The Court stated that this agreement would be equivalent ~~are~~ practically amount to a withdrawal or abandonment of this claim against Mr Calhoun. And this statement and decision was judicial.-

Now we have returned to this country for a visit, arriving at Boston July 10. 1869. We presented the account, and on acknowledgment of the sums already received June 29. 1861, we gratefully accepted donations asked, and adjourned at the Missionary House in Boston July 21. 1869 on account of Salaries of the Prudential Committee approve.

On presentation of the account appended to the petition, the Business Committee reviewed and reported "a claim upon the treasury of the Board for the sum of $22.181.15 on account of Salaries for ten years past, &c This report was accepted and approved.

Therefore, in view of that action by the Committee and by the Board at Salem October 5. 1871, we have revised, and made estimates at the authorized rates of salary and interest for the present year, having, in accordance with my request on a former occasion, laid the case once more before the Prudential Committee after some consideration, Dr Clark wrote me June 7, received June 8. 1872 that there can be no occasion for further conference, confined simply to the petition, or agreement to submit the case instituted in the necessary forms for the prosecution, the charge for indebtedness proved against the defendant as treasurer of the Syria Mission held in the Journal of Civil Court & consider a claim upon the treasury of the Board for the sum of $25.509.20 on account of salaries without estimate of 1870. -- for another year. The whole claim is $26.559.20 with interest, payment whereof has been demanded and withheld in Syria from the summer of 1859:- less claims already met on account of salaries, whenever it may please the Prudential Committee to grant or approve the terms already received on the subject June 29. 1861. —

Respectfully Submitted

William A. Benton

Cambridge Mass.
October 10. 1872. -

Rev. William A. Benton

Cambridge Mass. Oct. 10. 1872

Recd Oct. 11.

Rev. Thos. D. Bardon
Cambridge Mass. Oct. 11. 1872
Recd Oct 12.

Cambridge Mass.
October 11. 1872.

Rev N. G. Clark D.D.

My Dear Sir.

Advised fourteen years ago (Aug. 23. 1858) as Missionaries of the Board that we cheerfully accord with its resolutions, and practically acknowledge its authority, or that it would be called to relieve us from its self governing community. At the suggestion of a corporate member Rev C. Eddy D.D. October 1858, at Abeih, I moved a appointment of Committee whose members, in a series of resolutions, combined if it was possible to effect our recall from Syria. And it was the intention of the Prudential Committee, in the resolutions of February 2. 1859 separating us from the Syria Mission, and adviding our return to this country to effect our recall June 8. 1859. the treasury of the Syria Mission being authorized to advance the needful funds for that purpose

The Syria Mission voted July 29th and 30th 1859 First. that they see no sufficient reason to accede to our request for reconsideration; and Secondly that in reference to the time and mode of our departure for the United States, the instructions of the Prudential Committee on that subject are sufficiently explicit and meet the views of the Mission

Addressed to our convictions of duty, we

respectfully declined to make arrangements for our return, and asked other instructions, and suggested a tender of our resignation, and desire to form some other connection. And the Foreign Secretary was instructed to inform me that our delaying beyond a reasonable time for preparation and for securing a homeward passage as authorized, will be regarded by the Prudential Committee, as a sufficient reason for dissolving our connection with the Board: assured at the same time that the Mission will of course make provision for our necessities in accordance with the terms of the above Resolution Oct 19. 1859. And so we should cheerfully accord with its resolutions for our separation from the Board.-

On the strength of such assurance, yielding could involve no compromise of principle, however necessary or expedient it was to be separated from the Syria Mission June 8. 1859 and from the Board June 29. 1861

Notified of our separation, in view of $1474.42 salary already received at that time, we should feel that all our pecuniary claims have been fully met on account of salaries from July 31. 1859 to June 29. 1861 The Committee at the Missionary House in Boston admitted the right to regard as salary the sums already received from the treasurer of the Mission whatever others may say. But we discharged or intended to discharge the Board from no further pecuniary liability without the payment of salary

to, and from that date, to a final settlement of the account charged, examined, proved and held in the Journal of the Court of the United States Consulate at Beirut, Syria.

The Prudential Committee, so far as we know, have not yet revised nor sanctioned the action of Rev. S. H. Calhoun in writing to deny the validity and legality of the account in whole and in part:- nor in refusing on demand "to continue the payment of Mr Benton's salary at the rate of $750 per annum" from that time: nor in desiring an demonstration of the charge for indebtedness against him as treasurer of the Syria Mission that the case should be submitted on its merits to the Court. Revision would reverse concurrence with his pretense to have paid me more than thirty thousand piastres for charities ($1474.42) and make those sums already received payments on account of salaries due June 29. 1861 in accordance with the executive order given in Dr Anderson's letter to him and me of that date.

Concurring fully with the Mission in its opinion, "the Prudential Committee do not at all recognize Mr Benton's claims. He must be told that we have no more payments to make to him in Syria, nor you, on account of the Board"

"After what has passed we cannot credit him on these matters". But "you will have

All the needful funds."

"The Construction you have put upon Dr A's note in your letter to Mr Benton of December 4. 1862 accords entirely with the (Committee's) view of the case. The claim which he makes is inadmissible"

"Your brothers ask the Prudential Committee to make an advance of $500 on the score of a salary" &c, &c, &c.

So the Committee do not recognize Mr Benton's claim on account of salaries 1861; nor claim to "an advance of $500 advanced at the Missionary House in Boston July 24. 1869.

Will the Committee now have the goodness to recognize and grant these claims and payments of $1474.42 already received June 29. 1861; and of $500 on account of $25.084.78 due Jan. 1. 1873.

Very faithfully Your
William A. Benton

Immediate answer is desired.

Copy

Cambridge Mass.
October 14. 1872

Rev S. H. Calhoun
Treasurer of Syria Mission.

My dear Brother,

"Privately instructed to continue" you had no authority to withhold "the payment of authorized salary on demand from June 29. 1861."

The Committee in Boston suggested and allowed our "right to regard as salary the sums already received June 29. 1861 on account of salaries from the summer of 1859 to that date (whatever others may say. (Denial was useless.)

I am obliged, therefore to ask reconsideration of your denial filed in your own handwriting against the truth in this part, and of your expressed desire that the case should be submitted on its merits to the Court. Held in the Journal

on charge for indebtedness proved against you as Treasurer, on presentation of the Account the Business Committee at Salem October 5. 1871 reported "a claim upon the treasury of the Board for the sum of $22.181.15 on account of Salaries for ten years past, etc

Estimates for 1872 must now be added to make up the sum of $25.509.20. to October 1. 1872. And Estimate of 750.00 Salary for another year. Amount $26.559.20 Less Claims fully met in 1474.42 already received since 1861. Balance $25.084.78 due redemption with interest Jan. 1. 1873. -

If allowed for salaries in the sums you said that you had paid for charities; - will you have the goodness to reconsider, and withdraw your denial, afford our right in part, and fraternally oblige,

Very truly Yours
William R. Benton

Rev. N. G. Clark D.D.

My dear Sir.

Our cordial thanks are due to the Prudential Committee for the official order of Revd. H. Calhoun given in pursuitance of June 29. 1861 proving charge for indebtedness against him as treasurer of its Syria Mission to "continue the payment of Mr Bertram's salary". In this order and action we consider that all has been done which justice and humanity demanded for our comfortable support in Syria; and lament the necessity to refer the case on its merits to the Court of the United States Consulate General, at Beirut, Syria. 1868.

Statement of the Court judicially was for withdrawal or abandonment of the alleged claim on Mr Calhoun Agent, and leave for transfer of the account to the Treasury of

A. B. C. F. M. if you please.

The Business Committee at Salem converted into "a request to be returned our petition for leave in writing of the Board to return to Syria for the Missionary work in Lebanon". "Letters go again and visit our brethren in every City where we have preached to them the word of the Lord"; and have amicable adjustment or solution of the whole case. —

On payment of salary in accordance with his private instructions, and "an advance of $500 on the score of a salary" pledged March 7. 1865 and paid July 21. 1869 I agree to withdraw all my protests and claims against the treasury of said Mission its individual members and A. B. C. F. M. In view of my protest, however I ask payment of $750 quarterly in advance.

Very faithfully Yours
William A. Benton

Rev N. G. Clark. D.D.

My Dear Sir,

Missionaries of A.B.C.F.M., I know as citizens of the United States, from usage have the right to make up estimates for necessities of their families and stations in all foreign countries in advance. This usage is evident as the right to regard as salary, the sums already received June 29. 1861, whatever others may say, in account to that date.

So estimate of $750 salary was included in the account of $12.038.16 indebted men proved against Rev. H. Calhoun as treasurer of the Syria mission, presented for settlement at the Missionary House in Boston July 21. 1869. And so now I have the honor to make estimate of salary for another year additional to the account which you have laid before the Committee for the present year - And the account is for the sum of $26.559.20. Interest on this account will be charged unless "leave in writing of the Board" be granted for our honorable return to our long residence and apostolic work as an Evangelist to Syria -

Constructions put upon past action of the Committee June 29. 1861 and letters of the Secretaries September 21. 1861 February 3. 1862. February 4

1863. March 7. 1865. April 10. 1868. &c issued in Corporate Action of October 5. 1871. Disagreement is evident. Failure to pay authorized salary on demand in a civil case, instituted in the necessary forms for the prosecution to enforce the payment of all that Justice demanded in accordance with Private and Father instructions. June 1861 –

Denial of the Petition is "neglect of and action against the honor and duty" required from one to another, as Missionaries and Citizens of the United States. Approval of this action to deny the truth of the account, in whole and in part, seems to deny the rights of the Petition to ask. and the authority or power of the Court to enforce the payment under Consideration. Action of the Agent in a civil case of course is action of A.B.C.F.M. – However "the treasurer of the Mission has always felt – that the matter was substantially left to his own responsibility and that of the Mission". And you approve his action for the defense in a civil case. having declined amicable adjustment and friendly arbitration. –

But – the Business Committee reviewed "a claim upon the treasury of the Board" in which I have the honor to propose for 1873. the sum of $25.08478 on account of salaries payment whereof has been demanded from June 1861 –

Cambridge Mass. October. 1872.

Very Truly Yours
William A. Benton

Bailar

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My dear Sir,

Our right to regard as salary the sum of $1474.42 already received June 29. 1861 whatever others may say, in account from July 31. 59 to that date, your Committee allowed July 21. 1869; and approved our return to this country at the invitation of the Prudential Committee.

How or why you should disallow our right and approve the action of the Treasurer to deny the validity and legality of the account in whole and in part from the summer of 1859? and to send a protest against liberty for our return to Syria? as published in the Missionary Herald for November 1871, I must refer to the Prudential Committee?

I suppose that we write and ask Mr Calhoun:

Will you have the goodness to reconsider your denial, withdraw your expressed desire that the case should be submitted on its merits to the Court? and allow right of plaintiff to regard as salary the sums you pretend to have paid for charities? in account from summer of 1859 to June 29. 1861? —

Mr Calhoun may answer. that Dr Clark approved my action in a recent letter of April 10. 1868? denying validity and legality of the account in whole and

in Syria. And the Committee seem to approve our protest against leave for your return to Syria and the transfer of the Syria Mission to the Presbyterian Board. Of necessity, therefore the case must be submitted on its merits with the understanding that the Journal of the Court should contain simply the petition and the denial thereto, early in the year 1868.—

Without further discussion, on charge for indebtedness proved against Rev. S. H. Calhoun as treasurer of its Mission, I have presented the account, and the Business Committee have reviewed and reported at Salem, Mass. October 5, 1871 "A claim upon the treasury of the Board for the sum of $22,181.15 on account of salaries, &c." And the Board accepted and adopted the report, without discussion.

In this report, for the sum of $22,181.15
there was no estimate of salary 750
for the present year, nor of interest 2,878.05
at the legal rate, quarterly. So the sum of $25,809.20
on account of salaries is held in fund of said Court.
payment to fund has been demanded and
withheld from the summer of 1859 to this time.

Now we must agree that "the treasurer of the Mission was privately instructed — and should receive further instructions to continue the payment of Mr Benton's salary at the rate of $750 per annum", in pursuance of June 29, 1861 —

We must agree that the treasurer should "have more payments to make to him and Lyon on account of the Board", and "was authorized to continue the payment of Mr Bentons salary" in Dr Anderson's letter to Mr Calhoun of Sept 21. 1861 - And "You (Treasurer) will have all the needful funds" we must approve in Dr Anderson's Note to Mr C. of Feb 3/62 Copies of these were sent by Mr Calhoun to me.

That Instructions constituted an order from the Committee on the subject, and that this order proved the Charge for indebtedness against Mr Calhoun as Treasurer of the Mission, we submitted for the prosecution, and Mr Calhoun denied for the defense in open Court, under a pretense that the order had been countermanded, early in 1868.

Denial disproves no charge for indebtedness - "obligation to continue the payment" - proved against him. It makes no alteration of the truth in the account appended to the petition, but demonstrates if you please the necessity and agreement to submit the case on its merits to the Court.

Therefore the case is instituted in the necessary forms for the prosecution to enforce payment of "a claim upon the treasury of the Board"

The Court stated that this agreement would be equivalent and practically amount to withdrawal or abandonment of this claim on Mr Calhoun, and granted leave to transfer

this account from its authorized Agent to its Executive administration on the subject. And the statement was judicial.—

Now therefore, as there can be no occasion for further conference, I am obliged and have the honor to represent, instead of Mr Calhoun, that the American Board of Commissioners for Foreign Missions is indebted to me $26.559.20
less the sums already received (from 1861) 1.474.42
on account of Salaries, leaving $25.084.78
unpaid, including Estimate of Salary for 1873.

The only Check to restrain unlawful action against justice and liberty, in such circumstances, are the penalties of interest payable quarterly in advance of commencement of proceedings in all civil cases between Citizens of the United States before the United States Consular Courts in Turkey. And our agreement was from the summer of 1861, on payment of Salary, to withdraw all our protest and claims against the Treasurer of the Mission, &c in accordance with his private instructions.

Cambridge Mass.
October 2. 1872.

Very Respectfully Yours
William A. Benton

Rev. W. A. Benton
Cambridge
Rec'd Oct. 18 1872.
Ans. Oct. 18 1872.

Immediate. Cambridge Mass.
October 22. 1872

Rev N. G. Clark D.D.

My dear Sir.

In view of past action by the Committee and by the Board at Salem October 5. 1871 and presentation of the account for $25.809.20 you represent that there can be no occasion for further conference. A claim upon the treasury of the Board for the sum of $12.038.16 December 31. 1867 amounted to $22 181.15 October 5. 1871;
without 750 .. salary, and
without 2,878.05 interest for 1872.
Amount $25.809.20 on account of salaries on demand from the Summer of 1859 to the present time, with interest at the legal rate in a civil case on agreement for withdrawal and transfer of account

from the Treasurer of the Mission to the treasury of A.B.C.F.M. whenever you please.

You represent that a final settlement was made with them who as missionaries of the Board formerly in connection with its Syria Mission affixed their names to your paper at the Missionary House in Boston July 21. 1869 acknowledging the sum of $1474.42 already received in Syria June 29. 1861 on account of salaries. And the Committee consider this legally and morally conclusive for the sums advanced in Syria due them as missionaries; and for the donations of £200. (two hundred pounds sterling) and five hundred dollars on the score of salary in Boston.

At the invitation of the Prudential Committee we have returned to this country for a visit July 10. 1869. and requested immediate leave in writing of the Board to prosecute our proper missionary work in Lebanon. In the judgment of the Committee our request could not be entertained. To return or to be returned to Syria inasmuch as the Syria Mission has been transferred to another Board: and there was a protest against our return, sent to the Prudential Committee, signed by the brethren at Beirut. Knowing that we came to the United States for a visit, and that only.—

We aver that payment on account of salaries in Syria has been demanded and withheld from the Summer of 1859 by

the Syria Mission, and unlawfully
from June 1861. In view of $1474.42
Salary, Already received June 29. 1861
whatever others may say We and
"the Committee Consider this legally
and morally Conclusive" pro tanto.
But Mr Calhoun appeared in open
Court to deny the validity and legality
of the account in whole and in part
This denial is all your defense
on agreement to submit the Case
on its Merits to the Court. and
you approve the action of the
defense however wrong. I am
surprised at the neglect of and
action against the honor and duty
due from one to another as Citizens
of the United States. — and
refer the account for $26.559.20
(including $750 for 1873) to the Committee

Very truly Your
W. A. Benton

Immediate

Rev N. G. Clark D.D.

My Dear Sir,

The law of interest as well as the rate of salary can be stated in advance as well as in arrearages of the account held in the Journal of the Court as in a Promissory note payable on demand with interest at the American Consulate, Beirut Syria.

No statement of the case more legal and Equitable can be required than acknowledgment or recognition of "a claim upon the treasury of this Board for the sum of $22.181.15 on account of salaries for ten years past ~~Compare~~ with interest at Salem October 5. 1871

We presented the account on charge for indebtedness proved against your former Agent in Syria due October 1871 without estimates for 1872 which should have been included in our claim upon the treasury of the Board.

Having revised and presented the account due this month on account of salaries held on agreement to submit the case on its merits to said Court, in view of past action by the Committee and by the Board having laid the case once more before the Prudential Committee. After some consideration, you represent it was voted that there can be no occasion for further conference. But swift in

Webster says. "God has set us into an imperfect state, where we have perpetual occasion for each other's assistance".

Votes may be good as notes to pay authorized salary on demand. We ought to do as opportunity offers occasion requires or necessity obliges in discharge of our personal responsibilities to Christ the Lord of all, in a civil case. To subvert a man in his cause the Lord approveth not, And whatever others may say, we have the right to regard as salary the sum already received from the treasury of the Mission June 1861 and "an oath for confirmation is to them an end of all strife".

But in theory or practice this right is no agreement to pay authorized salary without

the Sanction and against the
wishes of the Prudential Committee
due me as a Missionary of the
Board from the Summer of 1861
You say that we can have
no claim for salary on the order
given in Past Action by the
Committee of June 29. 1861. But
whatever you or others may or
can say. we have the right to regard
at salary the sum of $1.474.42
and make a claim for 25 084.78
on account of Salaries $26.559.20
held in the Journal of the Court
of the United States Consulate
General at Beirut, Syria, this
Claim I have the right to aver
and you deny in a civil case
Very Truly Yours.
William A Benton

Cambridge Mass
October 1872 -

We ask immediate action in writing of the Board for return to Syria.

W. A. Buckle

Rev N. G. Clark D.D.

My Dear Sir,

In view of the vote of the Prudential Committee received from you June 8. 1872 "that there can be no occasion for further conference", I have the honor to regard as salary the sum of $25.809.20 with interest compounded at twelve per cent payable quarterly in advance in the account held in the Journal of the Court of the United States Consulate General at Beirut Syria.

That I have the right also to regard as salary the sums already received from Rev S. H. Calhoun as

treasurer of its Syria Mission in this account of salaries to June 1861. Whatever others may say, your Committee advised me at the Missionary House in Boston July 21. 1869.

As Missionaries of the Board formerly in connection with its Syria Mission, if "a final settlement was made with them" for salary from the summer of 1859 to June 1861 at the rate of $750 per annum we can affirm, and acquiesce cordially in the action of the Prudential Committee June 1861 — both for comfortable support — and for conventional separation from the Board.

Because the treasurer of the Mission was privately instructed early in the summer of 1860 and should receive further

instructions from the Committee in Dr Anderson's letter to him and me of June 29. 1861 in the language and order of the Board to continue the payment of Mr Benton's Salary &c.

Because Secondly, Dr Anderson wrote to Mr Calhoun September 21/61 "You was authorized to continue the payment of Mr Bentons Salary to the extent of $750 per annum" &c

Nor can I be responsible for the necessity if your brother must be told in that communication to Mr Calhoun from Dr A: —

"We have no more payments to make to him in Syria nor you. On account of the Board"

Nor we have no more payments to make to you. or —

Nor you have no more payments to make to him in Syria

on account of the Board
The case of the second person
is either nominative or objective
In either case payments to and
from him had authorization
and only the first and positive
was negative -

We have no more payments to make to him
We have more payments to make to you
You have more payments to make to him
in Syria on account of the Board
Q. E. D. in a civil case if it must
be -

I ask immediate leave
in writing of the Board to return
for our missionary work in
Lebanon

Very truly yours
William A Benton

Cambridge Mass
October 21, 1872 -

Rev N. G. Clark D.D.

My Dear Sir,

I have from yesterday's date sent communications to you, Dr Anderson, and Deac Stoddard to ask the Prudential Committee for the sanction of D$ 1474.42 salary already expended June 1861; and recognition of "a claim upon the treasury of this Board for the sum of $25.000 on account of salaries for ten years past", including estimate of D$ 750 for the year to come, etc.

On the sanction of $ 1474.42 salary expended June 1861, separation from the Board was possible, denial of the validity and legality of the account for salary already received and expended at that date can be of no advantage for the defense. And we know in the action to separate we received notice of private and farther instructions to support your Missionaries at Bhamdun Mount Lebanon Syria, formerly in connection with the mission of A.B.C.F.M.

Presented and held in the case of Dr. A. Burton Citizen of the United States for the sum of more than $25.000 last June you having laid the case once more before the Prudential Committee after some consideration intimate it was voted that there can be no occasion for further correspondence.

In view of past action by the Committee and by the Board at Salem October 5. 1871 having presented the account for $25000 if there can be no occasion for further conference consider that $750 interest payable quarterly in advance will be due me at Beirut Syria from the first days of January April, July and October 1873.- in a civil case. There can be no occasion for further conference to agree that the case instituted in the necessary forms for the prosecution at the desire election and responsibility of the defense should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria for $12.038.16 January 1. 1868 with interest amounting to $25.000 January 1. 1873, if you approve the action. And agreement would be equivalent and practically amount to withdrawal or abandonment of this claim on Mr Calhoun

	On the account in the petition	$12.038.16
	of course interest in 1868 will amount to	1510. 89.
	and make up the sum of —	13. 549 05
	Salary in estimate for 1869.	750.
	Amount due from December 1868 -	$14,299. 05
1869. January 1.	Interest 1st Quarter	428. 97
" "	Amount do	14. 728 02
" July 1.	Interest 2nd do.	441 84
	Amount do.	15, 169. 86
	We have the right to regard as salary	1 474. 42
		13. 695. 44

already received from Rev S. H. Calhoun and feel that "all our pecuniary claims have been fully met" on the subject of salaries in the account from July 31. 1859 to June 29. 1861. due missionaries of the Board if separated therefrom at that date. But that "a final settlement was made with them" or ever has been for $15.169.86 at the Missionary House in Boston July 21. 1869 held in the Journal of the Court we can deny and you will not assume from that date.

Your paper submitted for signature made no mention of salaries or payments on the score and account thereof in a civil case. Written on no higher authority than your own. Without the sanction and against the wishes of the Prudential Committee, Citizens of the United States will find it almost impossible to see how "a final settlement was made with them" for $1474.42 salary due to missionaries of the Board. Who ought to feel as required in the case examination whereof was final. This receipt if you please the Committee consider legally and morally conclusive, as the conclusion that our connection with the Board ought to be and is accordingly dissolved June 1861

But Mr Calhoun advising with his associates appeared to deny the validity and legality of the account in whole and in part on account of salaries from July 31. 1859. And you approved his action in your letter of April 1868.

"But with me it is a very small thing that I should be judged of you, or of man's judgment: yea I judge not mine own self. For I know nothing by myself; yet am I not hereby justified: but he that judgeth me is the Lord. Therefore judge nothing before the time until the Lord come". The Agreement "to submit to every ordinance of man for the Lord's sake", and to "the rule of the Court" was necessary and proper in a civil case. No further discussion of evidence to prove charge for indebtedness against Rev. S. H. Calhoun as Treasurer of the Mission is ~~needed~~ possible as no further occasion for fraternal conference on this subject. We are not responsible for the facts, unanimous opinion, unlawful action, unaccountable denial or protest in the Mission against right, honor, and duty to prosecute proper missionary work in Lebanon; and withhold the payment of $25.000 on account of salaries due me on demand with interest at the legal rate ~~due~~ January 1. 1873.

We lament the necessities of the case — and this combined obstinacy and self will of the defendant and his associates in Syria to set aside private and prudential instructions.

I remain for the one service

Very truly Yours

William A. Benton

Cambridge Mass.
October 1872 —

Rev R. Anderson D.D.

My dear Sir,

We owe devout gratitude to God and cordial thanks to the Prudential Committee for our appointment, designation, support and necessary release from the Board as its missionaries, June 1861 formerly in connection with its Syria Mission combined to effect our retirement or recall from Syria, February 1. 1859. -

That the treasurer of the mission was privately instructed and legally and morally authorized and that the treasurer should receive further instructions from the Committee on the subject, I cheerfully acknowledge, instructions in his view constituted no order to continue the payment the Consular Court decided that this order proved the charge for indebtedness against him as treasurer of the mission - Feb 26. 1868.

Now I have presented the account once more including estimate of salary for 1873 and asked immediate leave to return for the great missionary work in Lebanon. If leave be granted, I ask the Prudential Committee to require or "make an advance of $500 on the score of a salary" January 1. March 1. and so every other month if the brethren think that there

should be an earnest protest sent to the Prudential Committee against our return for proper missionary work in Lebanon signed by all the members of the mission.

In view of such action by the Committee and by the Board at its last annual meeting having laid the case once more before the Prudential Committee after some consideration Dr Clark wrote me June 7th received June 8th 1872 that there can be no occasion for further conference.

There can be no occasion for further conference to agree in the opinion that the case instituted in the necessary forms for the prosecution of an individual, should be submitted on its merits to the Court, to enforce payment of all that justice demanded. Mr Calhoun expressed his desire that the case should be so submitted on and after charge for indebtedness was proved against him in open Court. On this agreement the parties should be confined closely as possible to the petition and the denial thereof held in the journal of said Court.

There can be no occasion for further conference to ask the Court to enforce the payment of $25.000 on account of salaries with interest payable quarterly in advance from January next. Interest is the only check to restrain action so unlawful, denial so groundless, and protest so unaccountable.

If the denial of the Petition be stricken from the Journal of the Court, and the protest sent to the Prudential Committee be reversed, and the order in instruction removed "to continue the payment of my salary at the rate of $750 per annum" authorized in the action of June 1861 from date thereof, necessity for additional interest on account of salaries will cease - I ask the Prudential Committee to make an advance of $500 on the score of a salary once every two months, being $3000 salary per annum for five years unless "earnest protest against our return signed by all the members of the mission be received", so I ask advances on the score of $25,000 to the extent of $15,000 salary for five years to come in the account of interest due at U.S. legal rate from the summer of 1859 to this time, if it may please the Prudential Committee. Of course there can be no occasion for further conference on the question of right if we must ask the Court to enforce, with interest compounded at U.S. legal rate in Turkey for another year and more -

Having submitted the case to the Court I am obliged to wait for the claim upon the treasury of A.B.C.F.M. to the Prudential Committee

With Christian regards to the Committee and the executive officers I am as ever

Very Respectfully Yours

William A. Benton

Cambridge Mass.
October 1872 -

Brulot

Oct. 1872

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My dear Sir,

Having presented our account including estimates for the present year you wrote me June last "In view of past action by the Committee and by the Board at its last annual meeting, after some consideration it was voted that there can be no occasion for further conference" June 1872.

You know that this "claim upon the treasury of the Board" was presented for the sum of $25.509.20 on account of salaries for ten years (including necessary estimates for 1872) with interest compounded at twelve per cent per annum for the whole time". Submitted on its merits, at the expressed desire and election of the defense you know also the case is held in the Journal of the Consular Court on charge for indebtedness proved against Rev S. H. Calhoun as treasurer of the Mission at Beirut Syria. February 1868.

In view of $14474.42 already received from said Treasurer on account of salaries, it is necessary and possible to feel that "all our pecuniary claims have been fully met" on the subject from July 31, 1859 to June 1861 whatever others may say. —

Hence denial of the truth in fact and in whole ought to be stricken or withdrawn from the Journal of the Court on charge for indebtedness moved against said Treasurer in the Case Examination whereof was final. On this subject - Your form of the receipt signed at the Missionary House in Boston July 21. 1869 is ambiguous and liable to mislead or deceive the opinion of the churches which support the Foreign Missions of A.B.C.F.M.

Advantage is taken of what we know and feel to be true in view of $1474.42 - without payment or sanction - of salary for those sums already received. This is unfair as it is untrue, to regard as salary for your Missionaries Family in connection with its Syria Mission, those sums paid for charities by those Funds. In denial of the truth, Mr Calhoun alleges to have paid me more than 30 000 piasters ($1474.42) for charities. And you approve his action in this denial of the truth, and this allegation against the rights of plaintiff in a civil case, to regard as salary those donations —

I am obliged therefore to refer your paper signed by plaintiff and his wife to the Prudential Committee from the summer of 1869 when you would assume that we "discharged the Board from all further pecuniary liabilities towards them" and that "a final settlement was made with them" on the subject of salaries from the summer of 1859 —

If "the Committee (and you) consider this legally and morally conclusive" for $1474.42 salary in payment or sanction thereof from 1859 to 1861. So agreement is fraternal whatever others may say. And your form of receipt is inadmissible in the construction you have put upon it. It is without the sanction and against the action of the Committee, and of the Board. There can be no occasion for further conference. As you say that we "can have no claim for salary" on the order given in past action by the Committee of June 29. 1861 and October 5. 1871. —

Indiscriminate support of right and wrong, is in evident accordance with the denial of the truth, subversion of the right to regard as salary, the sums already received from the Mission Treasury from 1861; and protest against liberty to return and prosecute proper missionary work in Lebanon — this indiscriminate support or approval of Mr C's action, advising with his associates you have dated from our separation from the Mission June 8. 1859, ignoring private and further instructions given in Executive Action of June 1861. —

Now therefore consider receipt of $1474.42 legally and morally conclusive for payment or sanction of salaries from 1861. And $25,809.20 on account of salaries for 1872. with estimate of 750 for 1873. So the whole amount is for the time $26,559.20:

In any settlement also the sum of $84.20 may be deducted for "Bill marked A.B.C.F.M. books" &c in my possession at Bhamdun. Mount Lebanon. Syria. So we hold our claim upon the treasury of the Board for the sum of $25.000 in the Journal of the United States Consular Court at Beirut Syria.

The fact of mutual agreement of the parties at trial to submit the case on its merits to said Court is important and distinct as entire concurrence to conclude that our connection with the Board ought to be and is accordingly dissolved since 1861. Painful in denial of the truth is evident in the groundless protest against our return for the missionary work in Lebanon, in answer to Secretary Treat's letter sent to the Prudential Committee since we came to the United States for a visit July 10. 1869.

Let this denial of right and truth be stricken from the Journal of the Court, and this anomalous protest against leave in writing of the Board for our return to Syria at the earliest convenient opportunity be revoked in fresh action of said mission. Formally of A.B.C.F.M. and noted in Corporate Action at Salem October 1871.

We desire immediate leave for our return to Syria and ask $500 on the score of a salary in advance from January 1. 1873. March 1. May 1. etc.

Very truly Yours
W. A. Benton

Cambridge Mass.
October 1872.

Rev. W. A. Benton
Cambridge Oct. 1872
Refusing to grant leave to return to Syria

Rev. N. A. Benton
Cambridge Mass
October 30. 1872
Rec'd Nov. 1.

Rev N. G. Clark D.D.

My Dear Sir.

In view of our claim upon the treasury of A. B. C. F. M. for the sum of $25.000 on account of salaries payment whereof has been demanded and withheld from the summer of 1859 to this time, held in a civil case, instituted in the necessary forms for the prosecution and submitted on its merits to the Court of the United States Consulate General at Beirut Syria, we agree that there can be no occasion for further conference to secure interest payable quarterly in advance, at the legal rate.

His apprehension of the case

on either side must be lamented whether our connection with the Board ought to be and is accordingly dissolved, June 1861 as its Missionaries or otherwise. Because in the action to separate we find the order to support us as such missionaries - in positive terms: "Continue the payment of Mr Benton's salary at the rate of $350 per annum. This order, was executive as the action both for support, and for separation from the Board.

Hence charge for indebtedness proved against Rev. H Calhoun as treasurer of the mission must be "a claim upon the treasury of the Board for the sum of $25,000 on account of salaries etc

We have the pleasure etc

acknowledge the sum of $1474.42
salary already received since 1861 and 84.78
for Bell, books &c amounting to $1559.20
in my possession. A. V. Thomson.

If a final settlement was made
with them without payment of
salaries. Please explain how we
ought to regard as salary $1474.42
and feel that all our pecuniary claims
have been fully met in the subject since 1861
for salaries due missionaries to that date?

Receipt of course implies payment
of salaries. However validity and legality
of the account may be denied by
your agent in Syria. You approved his
action to deny. and misconstrued
our agreement to regard as salary the sum
already received since 1861 whatever
others may say.

But the Business Committee

at Salem October 5. 1871 recognized
a claim upon the Treasury of the
Board for the sum of $22.181.15
without estimate for 1872. 3628.05
and estimate of salary 1873. 750.

Amount $26.559.20
Less sum at credit " 1559.20

Balance due. $25.000
held in the Journal of the Court
against Rev S. W. & Thomas Meacham
of the Syria Mission or against
treasury of A. B. C. F. M.

Having gratefully accepted £200
two hundred pounds Sterling as a
gratuity to pay our expenses to this
Country, and five hundred dollars
Currency; we ask to pay expenses
and take leave in writing of this Board
for our return to prosecute missionary
work in Lebanon. Very truly Yours

William A. Benton

Hon A. Hardy.

My Dear Sir,

I have the honor to regard as salary $1474.42 already received from Revd. Hallock June 1861 authorized in the action of the Prudential Committee of that date to separate Mr Benton and myself from the Board as its Missionaries at Bhamdun Mount Lebanon Syria. And we cordially accepted the order incorporated in that action given on the treasurer of the Mission "to continue the payment of Mr Benton's salary at the rate of $750 per annum" until his departure from Syria or until the treasurer should receive farther instructions" —

On our separation, the Treasurer has failed to continue the payment of authorized salary on demand from June 1861 and appeared in open Court to deny the validity and legality of the account, and to desire that his case should be submitted on its merits to the Consular Court at Beirut Syria —

This failure, denial and desire of Mr Calhoun I am obliged to refer to the Prudential Committee. As Treasurer of its Syria Mission, it was wrong to withhold, against instructions to continue the payment of my salary on demand, in account with the Board.

The only check to nestrain action so unlawful was interest

payable at N. S. legal rate. To secure interest quarterly in advance it was necessary to aver that payment has been demanded and withheld and agree to submit the Case on its merits to the Court. And the action of its Agent is action or failure of A. B. C. F. M. in the Case.

The Court stated the Effect of this agreement for withdrawal or abandonment of this claim on Mr Calhoun, and indicated necessity to transfer the account to the Executive administration or treasury of the Board—

I have written the Secretaries and treasurer of the Board on the subject, and the Chairman and other Members of the Prudential Committee.

Allow me to invite your interposition & a amicable adjustment of the account held in the Journal of the Court on Charge for indebtedness proved against Rev. H. Calhoun as Treasurer of the Syria Mission formerly of A.B.C.F.M.

Our Separation was our release from the combined action of said Mission to effect our retirement or recall from the Missionary work in Lebanon, And you kindly said to me at Dhamdun, we must see that the Mission do not separate you from the Board.

Very truly Yours
William A. Benton

Cambridge Mass
October 30. 1872.

Hon A. Hardy,

My dear Sir,

I assume or agree if you please that in view of past action by the Committee and by the Board it is right to present "A claim upon the Treasury of A. B. C. & Co. for the sum of $25.000 on account of salaries" payment whereof has been demanded and withheld in Syria from the summer of 1859. in a civil case, The truth of the account or claim for indebtedness proved against Rev S. H. Calhoun as treasurer of its Syria Mission, at his express desire, I have submitted to be held in the Journal of the Consular Court, And this is evident to the Committee as the protest

of Dr Thomson and others against our prosecution of the Missionary work in Lebanon -

Action in protest is groundless as denial of the truth in account of $1474.42 salary already received since 1861; and of instructions from that date to continue the payment of authorized salary on demand; and of agreement that the case, - instituted in the necessary forms, - should be submitted to the Court.

The Court stated the effect of this agreement for withdrawal or abandonment of this claim on the treasurer of the Mission whenever it may please the Prudential Committee. And the Business Committee at Salem October 5, 1871 seemed to make the accounts from said

Journal of the Court Accord
Entirely with "a claim upon
the Treasury of the Board."
In view of this accordance.
the account is true for the sum
of $25.000 on account of Salaries
including Estimates for Another Year
in the interests of simple justice;
and $750 in Estimate for 1873.
Held in the Journal of the Court
between the Parties as tried
as Citizens of the United States
the only Checks to restrain
unlawful action allowed
on the ground of General
Expediency are the Civil penalties
of interest. Prosecution &c
Instructions Constituted
no order, in the view of
the brethren combined to
effect new retirement or recall

from the Missionary Work in Lebanon, and to raise a false report and protest against our honor and duty as Missionaries of A. B. C. F. M. to act in harmony on the subject of the payment in question - This payment, demanded and withheld from the summer of 1859 to 1869 in Syria, and unlawfully withheld as I claim, I have the honor and duty to refer to the Prudential Committee for another year -

Desiring the choicest blessings of Heaven to attend and follow the action of the Prudential Committee, and the Board, I remain very truly Yours

Cambridge Mass. William A. Benton

November 1. 1872 -

Rev. W. A. Benton,

Cambridge Nov. 1. 1872

Rec'd Nov. 2

Rev N. G. Clark D.D.

My Dear Sir

Agree that past action by the Committee and by the Board at Salem October 5. 1871 is right for the sum of $22.181.15
on account of Salaries and 3.628.05
Estimates for 1872. and 750.
Salary for 1873. Amount $26.559.20

Allow $1474.42 Salary
and 84.78 — 1559.20

Balance due me $25.000
held in the department of the Foreign Secretaryship of A. B. C. F. M.

I have written to several presidents of our Colleges Dr Hopkins of Williams Dr Stearns of Amherst Dr Sturtevant of Illinois

and other Corporate Members as well as several Members of the Prudential Committee who I am sure desire to deal kindly as well as justly with all cases that come before them.

Statement of a claim upon the treasury of the Board for the sum of $25.000 on account of salaries for fourteen years with interest compounded at twelve per cent per annum for the whole time" is in evident accordance with Corporate action at Salem, and the vote of the Prudential Committee received June 8. 1872 that there can be no occasion for further Conference.

At the same time it should be stated that there is a protest

signed by Dr Thomson and others against our return to Syria for the Missionary work in Lebanon.

The claim on account of salaries with interest is true in fact as this protest against liberty to return for the object specified; and consequent necessity for comfortable support. Justify the unlawful action of your former Agent in Syria to withhold the payment of Mr Benton's salary and appear in open court to deny the truth of the account and desire that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria and you justify a suit against A. B. C. & Co. commenced in the necessary forms for the prosecution

And from commencement of proceedings in a civil case interest is payable quarterly in advance. Examination whereof was final at Bristol, February 1868 - for the sum charged in petition -

Of course all parties should feel that they are discharging only their own personal obligations that they are performing only their own appropriate duties to submit to every ordinance of Man for the Lord's sake. and to the rule of the Court at the desire of the Defense.

Very truly Your
William A. Benton

Cambridge Mass.
November 1. 1872.

To Executive Officer. A. B. C. Lee.

C. Stoddard Esqreire
Chairman of Prudential Committee
A.B.C.F.M.,
My Dear Sir,

I assume or agree that past action of your Committee and Board is right for the sum of $25.000 on account of Salaries payment whereof I claim to have been unlawfully withheld from me by the Syria Mission in a civil case of it may please the Prudential Committee.

The truth of the account on charge for indebtedness proved against Rev S. H. Calhoun in open Court of February 26. 1868 in the United States Consulate General at Beirut Syria, is evident in fact as the protest

against the return of your Missionaries formerly in connection with the Syria Mission of the American Board - Action of the Rev Dr Thomson and others against leave to return since we came to this country at the invitation of the Prudential Committee is in evident accordance with the agreement to submit the case on its merits to the Court -

The Court stated that this agreement would be equivalent and practically amount to a withdrawal or abandonment of the claim when Mr Calhoun in his personal liabilities. And this statement accords entirely with the statement of "a claim upon the treasury of A.B.C.F.M" at Salem October 5. 1871 -

On view of this accordance, our claim upon the treasury of the Board on account of Salaries with interest is true in fact as the protest of Dr Thomson and others against leave to return to the Missionary Work in Lebanon; and consequent necessity to continue the payment of the Brethren's Salary &c

Justify unlawful action to withhold against instructions to continue payment, unaccountable denial of the truth in the account of salaries, desire that the case should be submitted on its merits to the Court, and consequent agreement to submit the case; - and you justify a suit against A.B.C.D.E.F.G. commenced to enforce; and interest payable quarterly in advance in a civil case. —

Our instructions and action of June 29. 1861 I suppose that all has been done which justice and humanity demanded to continue the payment of Mr Benton's salary at the rate of $750 per annum.

Obliged to submit to every ordinance of man for the Lord's sake; and to agree that a suit should be commenced against Rev S. H. Calhoun as treasurer of the Syria Mission or A. B. C. F. M.; I have the honor and duty to refer this agreement to Prudential Committee for the account held in the Journal of said Court.

Very Respectfully Yours
William A. Benton

Cambridge Mass
November 1. 1872.

Rev N. G. Clark D.D.

My dear Sir,

In view of past action by the Committee and by the Board at Salem October 5 1871 a suit was commenced in the Court of the U.S. Consulate General at Beirut Syria to secure payment of "a claim upon the treasury of R.B.C. Hill for the sum of $25,000 on account of salaries since the summer of 1859 payments whereof I claim to have been unlawfully withheld from me, and ask the Court to enforce.

Commencement of the suit is implied in consideration of "interest compounded at twelve per cent per annum for the whole time" on account of salaries from suspension of payment July 1859.

This account is simple as any arithmetical or mathematical proposition. It is a question of salary and interest at authorized rates 13 1/3 years ——— $10.000
and do for interest 15.000
Amount due $25.000
held in the Journal of the Court on agreement to submit the case, including estimate of 750 dollars salary for the coming year.

Interest falling due January 1. 1873 will equal estimate of salary for the year. The right of the plaintiff to make estimates of salary and interest for 1873, is evident as the right to make estimates of salary and other allowances for Bloomdum Station in the general annual meeting of 1859 for 1860;- or as the right to

regard as salary the sum of $1474.42 already received June 1861 and acknowledged at the Missionary House in Boston July 21. 1869 if you please.

Neglect of and action against the honor and duty due from one to another Missionary as a citizen of the United States required in past action by the Committee and by the Board in said suit you have approved April 1868.- And from commencement of proceedings it is understood that interest is payable quarterly in advance on account of salaries appended to the petition, subject of course to the revision & sanction of the Prudential Committee.

Agreement or recognition of the account for the sum of $25.000

including Estimate of $750 and that only for 1873, I have the honor and pleasure to refer for decision to the Prudential Committee. Otherwise I must refer the question for $750 interest due on the account from January 1. 1873 in the Journal of said Court to the considerate regard of the Churches which support the Foreign Missions of A.B.C.F.M.; and the obligation, honor and duty of the parties attached as Citizens of the United States —

Immediate agreement or recognition of Plaintiffs claims in the case is earnestly desired.

Very truly Yours
William A Benton

Cambridge, Mass.
November 4. 1872.

Rev. N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My Dear Sir,

I consider revision or sanction of the Prudential Committee necessary to "a final settlement" of the account for $1474.42 already received from Rev. H. Calhoun, who claimed to have paid me more than thirty thousand (30000) piastres ($1474.42) for charities. The Committee consider this legally and morally conclusive. I presume that we should have the right, to regard as salary thirty thousand piastres paid for charities; and feel that all our pecuniary claims have been fully met on this subject to Jan. 1861, no account of salaries from July 1859 -

I have deducted this sum and a small account for books & sold, and other books and Bed with my library and household goods at Bhamdun for $84.78 from the account or charge for indebtedness charged in the petition against the treasurer of the Mission in Syria formerly of A.B.C.F.M. - This account is a claim upon the treasury of the Board for the sum of $25.000 on account of salaries from the Summer of 1859 to this time with interest compounded at twelve per cent per annum for the whole time -

Confined as closely as may be to the necessary forms for the prosecution to enforce the payment of salary at the authorized rate from defendant

to plaintiff in a civil case, I am obliged to aver that payment has been demanded and withheld, and agree on demonstration of the Account against defendant within referred desire and election to submit the case on its merits to the Court for decision.

Payment of $1474.42 for Quarter was no payment for Salary without revision or sanction from the Prudential Committee, doubt of the validity and legality of the claim in the Account in whole and in part. You approved.

This action is to withhold payment of Salary and submit the merits of the Account and is unlawful.

I have protested before the action of June 29, 1861 whatever did or may occasion this unlawful action of Mr Calhoun

and his associates in Syria,
or the U.S. Consulate in Beirut.
I have proposed on payment
of salary to agree for withdrawal
and abandonment of this protest
and claim against the Treasurer
of said Mission, in accordance
with his private instructions, etc.
But the Treasurer would not act
he should receive and obey
further instructions from the
Committee on the subject.

Action against Carright, honor
and duty, is irrelevant as denied
of the truth in a civil case. The
only checks are civil penalties
of interest, prosecution, etc.
held in the power of said Court
on agreement for withdrawal
and transfer of the account

Cambridge, Mass. Very truly Yours
November 5, 1872 William A. Benton

Rev. W. A. Benton

Cambridge Dec. 8, 1872

Rev. N. G. Clark D.D.

Rec'd Nov. 9.

My dear Sir,

Possibility and necessity to submit the case on its merits to the Court of the United States Consulate General at Beirout Syria I have the honor and pleasure once more to offer to the Prudential Committee. It was possible for the defense to propose and desire and necessary for the prosecution to yield and agree so to submit the case without introduction of irrelevant matter, without further discussion with the understanding that the journal of the Court should contain simply the petition, and the denial thereof.

The Court stated that this agreement would be equivalent and practically amount to a withdrawal or abandonment of the claim or Rev. S. H. Calhoun.

In accordance with this Statement
in the Case, having presented their account
the Business Committee at Salem
October 5. 1871 reviewed a claim
upon the Treasury of A.B.C.F.M.
on account of Salaries for ten years
past without including Estimates
for the present and next years, with
interest compounded at twelve
per cent per annum for the
whole time.

If the parties at trial should
agree, it is possible and necessary
that "a final settlement was made
at the Missionary House in Boston
July 21. 1869" and that "the Committee
consider this legally and morally
conclusive for the sum of
$14,74.42 already received
from the Treasurer of said Mission
on account of Salaries from the
summer of 1859 to June 29. 1861
this agreement would be equivalent

and practically amount to a withdrawal or abandonment pro tanto; and involve recognition of a claim upon the treasury of A B & Co for the account from January 1868 held in the Journal of said Court.

In April 1868 it is understood that you wrote to approve the action of your agent in the case examination whereof you were informed by Clerk of the Court May 1868 was final for the sum of $12,038.16, on charge for indebtedness proved against Mr Calhoun as Treasurer of the Mission.

In view therefore of your approval, and this information it was necessary and proper to refer the account as I have, to the Prudential Committee.

Constructions put upon the correspondence can be of no relevancy in a civil case,

It is impossible to regard
Constructions and misrepresentations
in the case of any relevancy
whatever for a final settlement
on the subject. Opinions can in
no way alter the necessary forms
given for the prosecution of an
individual to enforce the payment
of all that justice demanded.
at the United States Consulate
General at Beirut, Syria.—

The Judiciary Committee
may hold us to our agreement
and desire no vain repetition
of matters thus fully settled in
past action by the Board.

Immediate revision or sanction
of a claim upon the Treasury
of the Board for the sum of $25,000
on account of salaries is desired

Very truly Yours
William A. Benton

Cambridge Mass
December 8. 1872.

Immediate

Rev N. G. Clark D.D.

My dear Sir,

In view of past action by the Committee and by the Board at Salem Thursday afternoon October 5. 1871 it is necessary and proper to hold a claim upon the treasury of A.B.C.F.M. for the sum of $25,000 on account of salaries. Payment whereof having been demanded and withheld I ask the Prudential Committee to continue. And if there can be no occasion for further conference or agreement of both parties at trial to submit the case, it is understood that interest compounded at twelve per cent per annum for the whole time is payable quarterly

in advance.

Reviewed at Salem for the sum of $22.181.15 on account of Salaries for ten years past. The account contained no Estimates for the present and the next year. I have therefore revised and presented a claim for the sum of $25.000 less claims already met " 1,559.20 amounting in all to the sum of $26.559.20 on account of Salaries from July 31.1859 to this time including Estimate of $750 salary for 1893. —

In expectation of amicable adjustment and friendly arbitration declined by the defendants in open Court, I have omitted Estimate of interest payable quarterly in advance for next year. — For I have already received the sums paid as pledged from June 1861; and advanced

at the Missionary House in Boston July 21. 1869 on the score of a salary due your Correspondent and his wife who will rejoice to learn how or what "final settlement was made with them" in that transaction or in the action at Salem Oct. 1871.

If "a final settlement was made with them", it should be amicable pro tanto, and include the sum of two hundred pounds sterling accepted to pay plaintiff's note to Mr J. A. Johnson United States Consul General at Beirut Syria. —

In any settlement, amicable or judicial, I am obliged to agree that sum of £200. should be placed to my debit. Accepted as a gratuity, you assume without our consent that "a final settlement was made".

How or why "the Committee consider this legally and morally conclusive"? Why "there can be no occasion for further correspondence" on the subject of your "claim upon the treasury of A B & Co. for the sum of $25.00 on account of salaries" due from one to another of citizens of the United States? We must refer to the Credential Committee. In consequence of the entire failure of its authorized agent in Syria, in performance of his duty to continue the payment of Mr Benton's salary, we must regard evidently as a claim upon the treasury of A B & Co. the charge for indebtedness proved against said defendant as treasurer of the Syria Mission

Very truly Yours
William A Benton

Cambridge Mass
November 19. 1892.

Rev. H. A. Benton.

Nov. 1872

Rec'd Nov. 20.

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M. Boston, Mass.

My Dear Sir,

In view of past action by the Committee and by the Board there can be no occasion for further conference to present a claim upon the Treasury of the Board for the sum of $25.000 on account of Salaries. Payment whereof I claim to have been unlawfully withheld from me by the Syria Mission.

Received at Salem Oct 5. 1871
for the sum of $22.181.15
Estimates for 1872. 3,628.05
and Salary for 1873. 750.
make the amount $26.559.20

held in the Seminary of the
Board: Andover, Mass. —

We have acknowledged the
sum of $1474.42 salary already
received June 1861; and $84.78
for property in my possession
at Dhamdun of Van Pleasa.
amounting to $1559.20 —

The balance is a claim upon
the Treasury of the Board for
the sum of $25.000 in account
of salaries payment of which
has been demanded and withheld
in Syria Jan, June 1861. in
a civil case: instituted, submitted,
and held at the desire and
responsibility of Rev S. H Calhoun
as treasurer of its Mission formerly
of A.B.C.F.M. —

We lament the facts in
the mission which separated
missionaries of the Board

formerly in connection with said Mission; and required private and further instruction to continue the payment of my salary. In this action to separate, your missionaries cordially accepted instructions to support them assured that "the Mission will of course make provision for their necessities in accordance with the terms of the above resolution" October 19. 1859 —

On leave in writing of the Board to return to Syria, and guarantee the payment of my salary at the rate of $750 per annum until our departure from Syria, we agree to withdraw, or abandon future interest on account of salaries fourteen years past. This interest is payable quarterly

in advance $750. from the 1st January next. And the rule of the Holy Scriptures is when men have taken away anything by false accusation to restore four fold. I propose to ask $3000 per annum for five years to come, on account of past interest for future support of the Lord's work, and if it may please your honorable Board —

With Christian regards to the Prudential Committee, I am dear Sir,

Very truly Yours
William A. Benton

Cambridge Mass
November 1872.

Immediate answer is desired to the above proposition for fraternal settlement. —

Rev N. G. Clark D.D.

My dear Sir,

In view of our separation from its Syria Mission June 8. 1859 and from the Board June 29. 1861, resident at Bhamdun, Mount Lebanon Syria we had the right to regard as salary $1474.42 already received from Rev S. Healhorn, treasurer of said Mission from July 31. 1859 to June 1861 whatever others may say; and ought to feel that all our pecuniary claims have been fully met, pro tanto

And from June 1861 we did cheerfully accord with its resolutions. and practically acknowledge its authority, and fraternally accept private and further instructions as Executive order given in official action of

that date to said Treasurer and myself positively to continue the payment of Mr Benton's salary at the rate of $750 per annum

No retrospective action I think was intended in the minute of June 1860 to him, nor in the official action of June 1861 to us both. It is intimated that "all has been done which justice and humanity demanded" in the view and construction of the Prudential Committee on the subject.

It was necessary to aver, what no one can deny, that payment has been demanded and withheld and commence suit against Rev S. H Calhoun, before the Court of the United States Consulate General at Beirut Syria to enforce.

At the expressed desire and election of the defense, however

it was possible and necessary to agree that the case should be submitted on its merits to said Court and find in the judgment of the Court that this order proves the charge for indebtedness against Mr Calhoun as Treasurer of the Sioux Mission. This judgment was judicial and the examination was final, and the decision in favor of the defendant in his personal liability and plaintiff was condemned in costs.

Now having laid the case once more before the Prudential Committee, you wrote me June last after some consideration it was voted that.

In view of that action by the Committee and by the Board at its last annual meeting there can be no occasion for further conference.

Instituted, examined, proved and submitted in the necessary forms for the prosecution to secure the payment of all that justice demanded, according to agreement. Therefore I consider interest is payable quarterly in advance if this action should be prosecuted in a civil case against the American Board of Commissioners for Foreign Missions

Immediate information is desired if you approve the action and protest of the brethren in Syria and necessity for the prosecution to enforce the payment of Lanthazin's salary on demand from July 1859 -

In behalf of justice & humanity

William A. Benton

Cambridge Mass
November 25. 1872

L. M. Johnson Esquire
U. S. Consul General
Beirut Syria.

Dear Sir,

Separated from its Syria Mission June 8. 1859 and from A. B. C. F. M. June 29. 1861 I was obliged from that month to protest unlawful action of Rev S. H. Calhoun advising with his associates of said Mission to withhold payment of authorized salary on demand - and cheerfully accept instructions on him as treasurer of said Mission from and in such action for our executive separation to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria.

Obliged subsequently to institute, prove and agree to submit the case on its merits to the Court at the expressed desire of said Treasurer, on charge for indebtedness against him as treasurer of said Mission, I consider interest is payable quarterly in advance if the Prudential Committee approve or sanction the unlawful action to withhold the payment of Mr Benton's salary on demand from July 1859, or allow the subsequent protest of Dr Thomson and others against our liberty, right, honor and duty to return to Syria, for the Missionary work in Lebanon. as citizens of the United States -

They have no right - although they may have power, disposition and opportunity to set aside

instructions from the Committee demands from the plaintiff and all endeavors from the Consul General in Syria on the subject.

The only checks to restrain action so unlawful, denial so anomalous and protest so unaccountable of which I have any knowledge are the civil penalties of interest prosecution &c.

I have the honor herewith to enclose for information a copy of the corporate action of A. B. Lord at Salem October 5. 1871, where the Business Committee reviewed "a claim upon the Treasury of the Board for the sum of $22.181.15 on account of salaries for ten years past. with interest compounded at twelve per cent per annum for the whole time" and "stated that

there was sent to the Prudential Committee an earnest protest against their (our) return signed by all the members of the Mission."

In view of this action, I have revised and presented the Account for the present year including Estimate of Salary for the Year to come. And it is represented to us by the Foreign Secretary that "all the World" is against our return. In his view, the protest of Dr Thomson and his associates seems to constitute "All the World."

Desiring to secure immediate payment of all that justice demands and asking necessary instructions I have the honor to remain

Very respectfully Yours

William A Benton

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My Dear Sir.

It may be necessary relevant, and honorable to refer Corporate action of A. B. C. F. M. at Salem October 5. 1871; and official note received from the Prudential Committee June 8. 1874 to the United States Consul General at Beirut, Syria. This reference may be necessary and proper to enforce, and secure the payment of all that justice demanded. on charge for indebtedness proved against Rev S. H Calhoun in a Civil case before the Court of U. S. Consulate General

Instituted in the necessary

forms for the prosecution. You must know that amicable adjustment and friendly arbitration proposed by the Court being declined by the defense, we have no evidence that the Prudential Committee authorized or sanctioned his anomalous action as treasurer of the Mission to institute and submit the case for Consular adjudication.

Without the sanction and against the wishes of the Prudential Committee, Mr Calhoun and his associates could have no right or authority for neglect of and action against the payment of authorized salary on demand. You approved his action however unlawful and inadmissible in the case

Without evidence in support of mere opinions. I presume that

Your Construction or approval is irrelevant as his denial of the truth, in a civil prosecution.

In the case against Mr Calhoun as treasurer of the Mission the Scriptures teach that "an oath for confirmation to them is an end of all strife" And "Submit to every ordinance of man for the Lord's sake. So was the agreement and the Court stated and sealed it for withdrawal or abandonment of the claim on him inasmuch as it is "a claim upon the treasury of the Board"

Concession hard we ought to feel, in view of the sum of $14,714.42 already received since 1861, that "all our pecuniary claims have been fully met" Can be no agreement without payment on account of

salaries; or without the sanction and against the wishes of the Prudential Committee —

On this subject, prove all things, and do justly as pledged in past action by the Committee and by the Board; and obviate the necessity to refer such action for judicial examination of a claim upon the treasury for the sum of $25.000 on account of salaries, with interest; and of a formal protest signed by Dr Thomson and others early in 1870 against our return to Syria for the missionary work in Lebanon —

Immediate answer is desired from the Committee

Very truly Yours
William A Benton

Cambridge Mass.
Wednesday Nov 27. 1872

Rev N. G. Clark, D.D.

My dear Sir

Without the sanction and against the wishes of the Prudential Committee I understand that you approved the action of the Mission treasurer to withhold the payment of authorized salary during the validity and legality of the record in whole and in part, allegiu payment of $14 74.42 for charities and desire that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria, early in 1868.

The view of $14 74.42 paid for charities to me as a missionary of the Board, I have doubtless the right to regard as taken the sums already received from

Paid Treasury, whatever others may say;

You say that we can have no claim upon the order given in Executive Action of June 1861 for salary. however positive and official it was to continue the payment. And I am heartily. I have acted in harmony with the brethren to submit the case for decision to the Court,

Instituted in the necessary forms for the prosecution on Charge of indebtedness proved against the defendant as Treasurer of the Sepoy Mission. the journal of the Court contains this claim upon the Treasury of $12 & 6 & 11

Received at Salem Oct 5. 1871 for the sum of $ 22. 181. 15 on account of salaries, and 3. 628. 05 for 1872. this claim amounted 25. 809. 20 100

dollars October 7. 1872 And I have the right to make estimates for the year to come, inasmuch as I do think not think that any intentional or actual injury has been done by any one.

On recommendation of the brethren to give my note for the money. I have acted harmoniously to return to this country for a visit.

Earnest protest against our return to Syria for the missionary work in Lebanon can have no relevancy to our agreement to submit the case It is an fair unaccountable inadmissible at constructions put upon the right foregoing at salary $1474.42 already received in accordance with instructions of June 1861.

Instructions authorized and required the treasurer of the mission to continue the payment of my

Salary. The order was positive
But the treasurer would not.
Confirmed by this order, and payment
for the object specified, we affirm
for the prosecution claim upon
the treasury of $1,800 for the semi-
of $25,000, on account of salaries, &c
Held in the case of plaintiff
against Mr Calhoun as treasurer
or against the Board for the amount
interest is payable quarterly in
advance from commencement
of proceedings at the U. S. Con-
sulate General in Beirut Syria
In any settlement we will
allow the sums advanced at
the Missionary House in Boston
July 21 1869 to be placed to
my debit in the case

Very truly Yours
W. A. Benton

Cambridge Mass
November 1872

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My dear Sir.

In view of past action by the Committee and by the Board at Salem Oct 5. 1871 I have the honor to present a claim upon the treasury of A.B.C.F.M. for the sum of $25.000 on account of Salaries. payment whereof having been demanded and withheld in Spite from the Summer of 1859. I ask the Prudential Committee to continue.

First in the sums already received from Rev S. H. Calhoun Treasurer of the Mission June 1861 on account of Salaries from July 31. 1859 to June 29. 1861.

Secondly in payment of all that justice demanded which may be found due me in the Journal of the United States Consular Court at Beirut, Syria.

At the expressed desire and election of the defense represented by Mr Calhoun who as treasurer of the mission has always felt that the matter was left to his own responsibility and that of the mission I have acted harmoniously to submit the case on its merits to said court. Consequently on agreement of the parties at trial this account must be held in the journal subject to the rule of the court, as in a promissory note with interest payable on demand.

This Account is composed simply of Salary at the rate of $350 per annum with interest at United States rate of twelve per cent per annum for the whole time, payable quarterly in advance from January 1868.

Without the sanction and against the wishes of the Prudential Committee donations paid for charities would not be considered on account of salaries received from the treasury of the Mission. It may therefore be denied by the plaintiffs and his wife in a civil case that "a final settlement was" or could be "made with them at the Missionary House in Boston July 21. 1869.

Yr. Yrs. &c "The Committee

Consider this legally and morally conclusive on the subject, "to continue the payment of the Bentons Salary at the rate of $750 per annum". Whatever other may say, agreement is fraternal. And from the action of June 1861 we cheerfully accepted the order on the Mission treasurer in positive and executive terms "to continue the payment" &c

However it is necessary to aver that payment has been demanded and withheld from June 1861 in a civil case, if you approve, And our account held in the journal of the Court is "a claim upon the treasury of A.B.C.D.E.F.G.H. for the sum of $25.000 ——

Very truly Yours

W. A. Benton

Cambridge Mass
November 1872.

Rev. N. A. Benton

Lambridge, Nov. 1872.

Rec'd Dec. 4

O. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston, Mass.

My Dear Sir,

In view of past action by the Committee, and by the Board at Salem October 5. 1871, and the vote received June 8. 1872, I am obliged to refer the question on account of salaries, and payment of all that justice demanded in a civil case.

I have seen no evidence to believe that the Prudential Committee authorize or sanction the action and desire of the Mission Treasurer that the case should be submitted to the Court at Beirut, Syria on charge of indebtedness proved against him at said Treasurer —

Without the sanction and against the wishes of the Prudential Committee as privately instructed I think that Mr. Calhoun advising with his associates could have no right or authority whatever from the Board for neglect of and action against the Executive order, or demand to continue the payment of my salary from June 1861.

However inadmissible and even unlawful such action was to withhold, from reluctance Dr Clark approved. And I presume his construction or approval is irrelevant as denial of the truth in a civil prosecution.

The scriptures teach that between parties "an oath for confirmation is to them an end of all strife". And "submit

Petition

Whereas the Prudential Committee not knowing what more they can do for comfortable support of its Missionaries formerly of the Syria Mission; and concurring fully with said Mission in opinion that said Missionaries ought no longer to remain in Syria, and that their connection with A.B.C.F.M. ought to be, and is accordingly dissolved June 1861

Now therefore I am obliged to represent that Rev S. H Calhoun is indebted to me $26.559.20 on account of salaries, including estimate of $750 for another year; - and ask the Committee to continue, with leave in writing of the Board for honorable return to Syria, as citizens of the United States of America

Respectfully submitted

W. A. Benton

Cambridge

November 1872

to every Ordinance of Man for the Lord's sake So agreement was judicially "Equivalent and practically amounted to withdrawal or abandonment of the claim upon the Agent, inasmuch as it is "a claim upon the treasury of A. B. C. & D."—

We cheerfully concede as we ought to feel that all our pecuniary claims have been fully met in the sum of $1474.42 already received on account of salaries, June 1861. This concession, however, can be no agreement without payment on account thereof; or without the sanction and against the wishes of the Committee.

I must lament the necessities to refer unlawful action and earnest protest against Executive Order, as well as against individual

honor and duty required from one to another on the subject; and to aver that payment has been demanded and withheld and ask the Court to enforce.

Will the Prudential Committee have the goodness to redeem their pledges in "payment of all that justice and humanity demanded" and fraternally oblige.

Very truly Yours
William A. Benton

Cambridge
November 1872.

Immediate

Cambridge Mass.
Nov 21. 1872.

Rev N. G. Clark D.D.
My Dear Sir,

In the Case of Mr. A. Benton at Salem Thursday afternoon October 5. 1871 the Business Committee of A.B.C.F.M. reviewed "a claim upon the Treasury of this Board for the sum of $22.181.15 on account of Salaries for ten years past. with interest, compounded at twelve per cent per annum for the whole time".

This account on charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of its Syria Mission, compound simply of salary and interest at the authorized rates. At his expressed desire I have submitted on its merits to the Court of the United States Consulate General at Beirut, Syria.

held in the Journal of said Court. It is understood that interest is payable quarterly in advance from commencement of proceedings in a civil case if you please. The only check Freeman Milard had action to withhold against positive instructions to continue the payment of Mr Benton's salary on demand from June 1861 are the civil penalties of interest, prosecution, &c

Having examined and fixed the terms. The Court stated the effect of this agreement at the desire of the defense to submit the case on its merits to the Court February 1868. in conformity with the rule and the understanding that parties at trial should be confined closely as may be to the averment and the denial. and that the Journal of the Court should contain simply the petition and the denial thereof.

So confined. For the prosecution I have presented the account from the Journal, and the Business Committee at Salem Oct. 1871 have reviewed our claim for the sum of $22.181.15

Without estimates for 1872. 3.628.05

and salary for 1873. 750

Amount of claim, to $26.559.20

on account of salaries from suspension of payment with interest on demand in a civil case held in the Journal of said Court at Beirut Syria.

In view of sums already received from Mr Calhoun on account of salaries at the rate of $750 per annum from the summer of 1859 to June 29. 1861 we feel that all our pecuniary claims have been fully met to that date, on

payment of Salary in accordance with past action of June 1861 and October 5. 1871

Now in view of past action we aver that payment has been demanded and withheld in spite not only in those years already received from Mr Calhoun denying the validity and legality of the accounts but in the whole charge from July 31. 1859 to the present time and ask the Court to enforce. On this averment and necessity to agree for the prosecution, I understand that the Prudential Committee hold plaintiff and defendant to the agreement for amicable and friendly arbitration.

Very truly Yours
William A. Benton

Rev N. G. Clark. D.D.
Foreign Secretary A. B. C. F. M.
My Dear Sir,

I apprehend that the final vote of the Prudential Committee received June 8. 1872. was passed after some consideration of the account for the sum of $25.609.20 presented from the Journal of the United States Consular Court at Beirut Syria. It is held on charge for indebtedness proved against Rev S. H. Calhoun as treasurer of its Syria Mission at Tokat. Expressed desire. I have submitted the case on its merits to said Court if you approve his action.

I am sorry to be obliged to receive notice of said vote that there can be no occasion for further conference. and

and petition the Court to enforce,

I have unquestionable right to regard as salary the sum already received on account thereof June 1861. And make estimate of salary in advance for another year. And I have the same right to regard as salary gratuities paid at the Missionary House in Boston July 21. 1869 on the score of what may be found due on agreement to submit the case on its merits to the Court if you approve.

I have the honor and duty of the prosecution therefore to agree from the Summer of 1861 on payment of salary to withdraw or abandon all my protests and claims against the Treasurer of the Missionary Etc

in accordance with that
action by the Committee and
by the Board at Salem Thursday
afternoon, October 5. 1871.

Agreement is to regard as
salary $1474.42 already received
from Rev S. Hallioun June 1861. if
you approve, on due revision
or sanction of the Committee.
And advanced as gratuities at
the Missionary House in Boston
July 21. 1869 we gratefully accepted
two Hundred Pounds sterling to pay
my note to Mr Johnson at Beirut
and five hundred dollars on
the score of $26.559.20 payment
withheld, I claim to have been
unlawfully withheld from the
summer of 1859 by the Syria
Mission.

Held in the Journal of
said Court, at the expressed

desire, and responsibility of the Cal. Com., denying validity and legality of the account for the sum of $1474.22 salary already received since 1861, and Executive Order since that date to continue the payment, it is understood that interest payable quarterly in advance is the compensation which our laws give to enforce.

I ask immediate settlement; or interest payable for the first two quarters of 1873, will be claimed on the sum of $26.559.20
with estimate of salary 1617.45

Amount — $28.176.65
less receipts 61 & 69 — 2806.05

Balance due me $25,370.60
in pursuance of said Court.

Respectfully submitted

W. A. Benton

Cambridge
December 5, 1872 —

L. S. Ward Esquire
Treasurer of A. B. C. F. M.
My Dear Sir,

If the Prudential Committee hold us to our agreement as you intimated December 20, 1869 I have the honor to present the Account for this Year $25.809.20
Salary in Estimate for 1873, 750.
Amount " " $26.559.20
January 1. Interest " 796.77
Amount " 27.355.97.8
April 1. Interest " 820.07.9
Amount " 28,176 65

Donations received $2.806.05
Balance due one $25.370.60
held in the Journal of said Court
At Beirut, Syria,

Respectfully submitted
W. A. Benton
"

Cambridge
December 5. 1872.
"

Rev N. G. Clark D.D.

My Dear Sir

Whereas there can be no occasion for further conference, in view of past action by the Committee, and by the Board at Salem Thursday Afternoon October 5. 1871. I am obliged to acquiesce, and ask the Prudential Committee to grant the sum of $2806.05 on account of $28.176.65 salaries for fourteen years. Payment whereof I claim to have been unlawfully withheld from me by the Syria Mission.

Respectfully Submitted

W. A. Benton

Cambridge Mass.

December 5. 1872.

Rev. W. A. Benton

Cambridge, Dec. 9. 1872.

Rec'd Dec. 10.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

My Dear Sir,

I presume that you have laid once more before the Prudential Committee our "claim upon the treasury of A. B. C. F. M. for the sum of $26.559.20 on account of salaries" held on agreement to submit the case on its merits to the Court of the United States Consular & General at Beirut Syria.

In view of $14.774.42 already received from Rev W. H. Calhoun treasurer of its Syria Mission since 1861 "we feel that all our pecuniary claims have been fully met"

on account of Salaries to that date, whatever others may say. And from that date we cheerfully accepted the Executive order on him "to continue the payment &c

But Mr Calhoun appears to deny validity and legality of the account in whole and in part from July 31. 1859 to 1869 in open Court of February 26. 1868; and informed me June 1868 that you in a recent letter approved his action.

At his expressed desire therefore it was necessary and proper for the prosecution to agree and submit the case to the Court, on demonstration of the charge for indebtedness on account of salaries against him as treasurer of the mission -

of Missionaries of A. B. C. F. M

formally in connection with Pres Lyman Mission should be consulted they may deny that a final settlement was made with them at the Missionary House in Boston, July 21, 1869, without agreement to continue the payment of Mr Benton's salary. Acknowledgment of the sums already received can be no agreement of the parties at trial on the subject without payment of Mr Benton's salary in account from July 1859 to June 1861.

That payment has been demanded and withheld in a civil case if you approve. And action to deny validity and legality of the account charged and proved in the petition you have officially approved.

Let missionaries agree that a final settlement was made

with them for the sum of $1474.42
already received since 1861, can
decide of Mr Calhoun, however
approved by Hon. disposes the
Charge for indebtedness of "a claim
upon the Treasury of the Board
for the sum $26.559.20 in a
final settlement" for 1474.42 salary
due since 1861, to missionaries of
A.B.C.F.M. since July 1859. If the
Committee consider this legally
and morally conclusive, can
there be no occasion for further
conference?

Immediate answer is
desired, and leave in writing
of the Board for free return
to Syria.

Very Truly Yours
W. A. Benton

Cambridge
December 9. 1872

Immediate

Rev W. G. Clark D.D.

My Dear Sir

Whereas you have officially appeared to approve the action of Rev S. H. Calhoun, Treasurer, advising with his associates in Syria to deny validity and legality of the account in whole and in part, and his desire for agreement to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria,

Now therefore you may have occasion to approve an earnest protest, signed by all the members of the Syria Mission before its transfer to the Presbyterian Board, against our return to Syria.

The right of A.B.C.F.M. to approve action of its authorized agent in Syria and of its foreign

Secretary in a civil case must be allowed.

All parties however should feel that they are discharging only their own personal obligations that they are performing only their own appropriate duties on the subject of account held in the Journal of said Court.

This account of course includes Estimates of salary and interest at the authorized rates for the present, and the coming years. If there can be no occasion for further conference, action or argument to submit the case on its merits for judicial decision must be allowed. And it must be evident that missionaries of A.B.C.F.M. formerly in connection with its Syria Mission should "submit to every ordinance of man for the Lord's sake" 1 Pet. II: 13.

Having presented the account for $25.809.20. You order me June last. Having laid the case once more before the Prudential Committee after some consideration it was voted that there can be no occasion for further conference.

In view of past action by the Committee and by the Board at Salem October 5. 1871 I am obliged to agree on the subject of "a claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries with interest, &c, for the prosecution. And for the defense it should be stated I must think that there was an earnest protest against liberty to return to Syria signed by all the members of the Syria Mission. And sent to the Prudential Committee.

If you approve whether it

be right or wrong, I apprehend therefore in a civil case interest payable quarterly in advance is the only check to restrain action so unlawful opposition so unaccountable and protest so anomalous.

Very Truly Yours,
W. A. Benton

Cambridge
December 10. 1872.

Cambridge Mass
December 10. 1872

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

My Dear Sir,

You have officially appeared to approve the action of Rev J. H. Calhoun, Treasurer of its Syria Mission advising with his associates in Syria to set-aside instructions from the Prudential Committee, and deny validity and legality of the account in whole and in part; and desire agreement to submit the case on its merits to the Court of the United States Consulate General at Beirut, Syria.

Approve the action and agreement to submit the case and you may now have occasion to approve an

Earnest protest against our return to Syria for the Missionary work in Lebanon. And the right of A.B.C.F.M. to approve such action of its Agents and deny the truth of the account of Salaries from the summer of 1859 or 1861 charged and proved in a civil case must be allowed if you please.

Held in the Journal of the Court on agreement thus to submit the case, the account is considered as "a claim upon the treasury of A.B.C.F.M. for the sum proved in the petition from December 31. 1867, amounting to $22.181.15 October 1871, and to $29.692.60 October next, payment whereof I claim to have been unlawfully withheld from me by its Syria Mission.

The account of course includes estimates of salary and interest at the authorized rates for the present and the next years as there can be no occasion for further conference. Because missionaries of A. B. C. F. M. formerly in connection with its Syria Mission as citizens of the United States should "submit to every ordinance of man for the Lord's sake". 1 Pet. II:13.

Now therefore in view of past action at Salem October 1871, and June last, I am obliged to "present a claim upon the treasury of the Board" for what may be found due in the journal of the Court at Beirut in accordance with the order given in Dr. Anderson's letter to me of June 1861 in which Mr Calhoun was authorized

"To continue the payment of Mr Benton's Salary". Because I am obliged to aver that payment has been demanded and withheld from that date, as well as from 1859.

Statement of "a claim upon the treasury of the Board" for the prosecution is evident as that of "an earnest protest against our return to Syria, signed by all the members of said Mission do I have the honor to "ask the Prudential Committee to make an advance of $500 on the score of a Salary" payment whereof I claim to have been unlawfully withheld from July 31. 1859.

Very truly Yours
W. A. Benton

Cambridge
December 1872.

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M.

My Dear Sir

As I apprehend the case instituted in necessary form for the prosecution, the Prudential Committee have not approved the action of Rev S. H. C. to withhold, in subversion of instructions to continue the payment of Mr Benton's salary on demand from July 1859. in accordance with Executive action of June 1861. until the treasurer should receive farther instructions from the Committee on the subject. But Dr Clark approved his action to set aside instructions, and deny validity and legality of

the account appended to the petition Early in 1868. Of course full rights of the parties at trial must be allowed in a civil case, whether the action be right or wrong. to enforce.

An Charge for indebtedness proved against the defendant as treasurer of St. Syria Mission of course the account on oath and file in the Journal of the Court is a claim upon the treasury of A.B.C.F.M. for the sum of $12.038.16 for January 1. 1868; $22 930.15 for January last; or $29.892.00 for January next.

The Business Committee at Salem Thursday afternoon October 5. 1871 reviewed the account and reported a claim upon the treasury of the Board for $22.181.15

on account of Salaries, &c.
without Estimates for the present
Year. at the authorized Rates.

In accordance with such
report I have presented these
necessary Estimates. First of
Salary and Secondly of interest
payable quarterly in advance
for the present and the next Years.
The right to make estimates is
evident and necessary as to
regard as salary the sum of $1494.44
Already received June 1861 and
of $ 500 Currency on the score
thereof advanced with a gratuity
of two Hundred pounds sterling July
1869. due Missionaries of A.B.C.F.M.
formerly in connection with its
Syria Mission -

Now I have the honor and
pleasure to propose for agreement
a withdrawal or abandonment

of the alleged claim on Mr Calhoun
on due recognition of our claim
upon the treasury of U.S. & full
from the order and action of June 1861
to continue the payment of
Mr Benton's salary at the rate
of $750 per annum. Earnest
protest sent to the Prudential
Committee against our return
is in determined opposition
to the authority of said order,
and to the agreement of the parties
to submit the case on its merits
to the Court of the United States
Consulate General at Beirut
Syria. - And liabilities of its
Agent are liabilities of the
Board in a civil case if
you approve his action.

Very faithfully yours,

Cambridge — William A Benton

December 1872 -

Rev. W. A. Benton

C. Stoddard Esquire
Chairman of Prudential Committee
A B C F M. Boston Mass

Rec'd Dec. 24.

My Dear Sir,

If there can be no occasion for further Conference, it is necessary and proper to refer to the Prudential Committee a claim upon the treasury of A. B. C. F. M. for the sum of $26.554.20 on account of salaries at the rate of $750 per annum, including estimate for another year. This account is held on charge for indebtedness proved against Rev. S. H. Calhoun as treasurer of its Syria Mission, at his expressed desire, submitted on its merits to the Court of the U. S. Consulate General at Beirut, Syria.

On this agreement to submit the case on its merits to said Court, it is understood that interest payable quarterly in advance is the civil

penalty of said Agent in neglect of and Action against payment of authorized Salary on demand And this payment is essential in a civil case for "a final settlement" with missionaries of A.B.C.F.M. formerly in connection with its Syria Mission in the sums Already received June 1861 -

On payment of $1474.42 Salary Already received from Mr Calhoun however denying validity and legality of the account in a civil Case; - or sanction of $1474.42 on Account of salaries to June 1861, we can feel that "a final settlement was made with them" pro tanto, July 1869, October 1871, and June last if you please. So it was proposed to agree for withdrawal of all our protests and claims against the treasurer of the Mission in said Consulate from the licensure of

In the correspondence of December 20. 1869 the treasurer of A.B.C.F.M. wrote me that "The Prudential Committee hold as to our agreement. and desire no vain repetition of matters thus fully settled".

In the correspondence of June last the Foreign Secretary of A.B.C.F.M. wrote me that "there can be no occasion for further conference in view of past action by the Committee and by the Board at its last annual meeting".

In view of past action, the Business Committee stated "a claim upon the treasury of the Board for the sum of $22.187.15
on account of salaries &c 3.628.05
in estimate for 1872: and 750.
salary for another year $26.559.20
less: claims already met,

Confined simply to the petition and the denial thereof, on agreement to submit the case on documents to the Control of the United States Consulate General. Mr Calhoun appeared to deny the right of Plaintiff to regard as salary $1474.42 already received since 1861; and of petition for payment of authorized salary on demand from that date, and of all that justice demanded.

Therefore I am obliged to ask justice from the Prudential Committee.

Respectfully submitted
William A. Benton

Cambridge
December 1872.

1861: And in open Court of February 27, 1868 if the treasurer of the Mission, or A. B. C. D. & E. approve, at the direction of the Prudential Committee in accordance with instructions given in past action of June 1861.

In consideration of instructions given as Executive order or pledge "to continue the payment of Mr Benton's salary" we think that "all has been done which justice and humanity demanded from the Committee".

But alas! Mr Calhoun thought that instructions constituted no order to continue the payment of Mr Benton's salary on demand. The Court however, decided that this order proved the charge for indebtedness sworn and filed in the petition, against the defendant as treasurer of the Mission; and stated judicially

the Effect for withdrawal or abandonment of the claim, on him in his personal liabilities, not in his official responsibility.

This claim on Mr Calhoun in his official responsibility, however denied by him and his associates in Syria, (whose Action Dr Clark approved in his Official Correspondence) I am obliged to refer for an amicable adjustment to the Prudential Committee, and ask justice.

Very Respectfully Yours

Cambridge W. A. Benton

December 1872.

"

"

Immediate answer is desired.

Rev. W. A. Benton

To the honorable Executive Committee
A.B.C.F.M. Boston, Mass.

Rec'd Dec. 24.

The undersigned Missionary and his wife of Mount Lebanon Syria, separated from the Syria Mission June 8. 1859 and from the Board June 29. 1861 received notice from the Foreign Secretary that the treasurer of said Mission was privately instructed June 1860 and that the treasurer should receive farther instructions from the Prudential Committee in such action of June 1861 to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria. In view of this order and of $1434.42 salary already received from Rev S.H. Calhoun, treasurer of the Mission June 1861 which we have personal right to regard as salary whatever others may, it was necessary and proper to yield and accept

instructions as an order on Mr Calhoun from the Missionary House, to continue payment of authorized salary on demand from that date.

I was confirmed in this view by assurances in Dr Anderson's letters to Mr C Sept 21. 1861 and to my brother of March 7. 1865. and in Mr Calhoun's letter to me of December 4. 1862. and further instruction of February 1863 from the Prudential Committee. To the same responsibility I am obliged to refer earnest protest against our return to Syria for the missionary work in Lebanon.

Denials of the right to regard as salary $1474.42 already received June 1861 and frankly acknowledged July 21. 1861; of the right to yield and accept further instructions from the Committee on the subject; and of the right to institute and agree to submit the case on charge for indebtedness

proved against Mr Calhoun as Treasurer of said Mission and subsequently to visit this Country and return, I have the honor and pleasure as I have so often and so long presumed to refer, and the same is hereby referred to the Prudential Committee.

In my apprehension the Committee consider this sum of $14,442 salary already received and expended June 1861) legally and morally conclusive to continue the payment of Mr Bertin's salary at the rate of $750 per annum to that date. In this conclusion we can agree.

But Mr Calhoun appeared in open Court to deny validity and legality of the accounts of salaries not only in this part, but in the whole claim from July 31, 1839 to December 31, 1868. for ten years past with interest compounded at twelve per cent per annum for the whole time. And Dr Clark in his letter of April 10, 1868

approved his action.

So the "Earnest protest against our return to Syria, early in 1870 appeared and the Card issued in the Congregationalist of December 8, 1870.

Hence it was necessary to revise the account of salaries in pursuance of October 5, 1871 in the case whereon a vote of the Prudential Committee was received June 8, 1872. Revised account of salaries held in the Journal of said Board in a civil case. If you please I have the honor and duty to submit which I have the personal right to regard "a claim upon the treasury" of the Board for the sum of $26,559.20 including estimate of salary above for 1873.

Respectfully submitted

William A. Benton

Cambridge Mass

December 1872.

"Immediate settlement requested.

Rev. W. A. Benton.

Cambridge, Dec. 21, 1872

Rev S. B. Treat Rec'd Dec. 24.

Secretary A. B. C. F. M.

My Dear Sir,

In view of past action by the Committee, and by the Board at its last annual meeting, Dr Clark wrote me June 1872, having laid the case once more before the Prudential Committee after some consideration it was voted that there can be no occasion for farther conference.

Dr Clark had presented I presume our claim upon the Treasury of the Board for the sum of $25.809.20 on account of salaries including proper estimates of salary and interest at the authorized rates for the present year. We must agree, of course, to corporate and executive action of A. B. C. F. M. in such a case.

Now I have personal right

to regard as salary the sum of $1474.42 already received June 1861. and make estimate of $750 salary for another year. with interest at Ms. legal rate in Syria if the Prudential Committee approve. That the Committee did approve the right to regard as salary these sums already received from Rev. S. H Calhoun June 1861. You assured me and Mr Benton at the Missionary House in April 1870. and represented that your "word was sufficient". But I requested action.

As the Committee suggested this right of plaintiff July 21. 1869 whatever others may say. so I have the right. and ask the Committee to approve Estimate, and appropriate the sum of $750 salary per annum with leave in writing of the Board for our free return

at my own Expense to Syria in the Spring of next Year.—

An amicable adjustment of the Account, and agreement for withdrawal of a suit against Revd. H Calhoun, Treasurer of its Syria Mission, instituted, examined proved, and held on oath and file in the Journal of the U. S. Consular Court, Beirut, Syria;— It was submitted at his expressed desire and responsibility in open Court of February 27. 1868. in the Case wherein I ask the Committee for justice, Inasmuch as suit against its authorized Agent involves "a claim upon the Treasury of A. B C F M for the sum of $26.559.20 "on account of Salaries"; payment whereof has been demanded and withheld from the Summer of 1859 to the present time,

This account includes estimate of salary, and that alone, for the year of our Lord 1873.—

It is hardly necessary to state that we had the right and honor to concede in the sum of $1474.42 already received since 1861, as we ought to feel and acknowledge, that "all our pecuniary claims have been fully met" on the subject to that date. But concession is no agreement for "a final settlement" without sanction of the Prudential Committee; or sufficient word from the Secretaries or Treasurer of A.B.C.F.M. in a civil case.

Very truly Yours,

W. A. Benton

Cambridge Mass.
December 21, 1872.

Immediate adjustment is desired.

Immediate

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My dear Sir,

In view of past action at Salem, and the vote of the Prudential Committee received June 8. 1872. I ask the Prudential Committee to recognize a claim upon the Treasury of A.B.C.F.M. for the sum of $25.000 on account of Salaries Payment whereof having been demanded and withheld from June 1861 in Syria I ask the Court to enforce.

In consideration of $1474.42 already received June 1861 and 84.78 value of books &c in my possession $1559.20 in account with Rev S. Calhoun treasurer of its Syria Mission, I have deducted this amount from the whole claim of $26.559.20 on account of Salaries including Estimate of $750 Salary for another Year. The balance is

a claim upon the treasury of the Board for the sum of $25,000 on demand of Salaries for ten years past with interest at U. S. legal rate as reviewed and stated at Salem October 1871. With additional estimates for the present, and for the next year. if the Prudential Committee approve.

Recognition of our demand on account of Salaries from July 1859 must involve disapprobation of the action to deny our right to regard as Salary $1474.42 already received June 1861; and so to conclude that our connection with the Board ought to be, and is accordingly dissolved from that date. Without recognition or sanction, however essential to actual agreement, it was possible to acquiesce and confide in the Executive action to separate, and cheerfully accord with instructions given in

the action of June 1861 –

In either case, I understand that the Committee consider this legally and morally conclusive, pro tanto; and that a final settlement was made with them July 21. 1869 on the subject, of authorized salaries to that date if our connection with the Board ought to be dissolved. And amicable adjustment or friendly arbitration proposed by the Court being declined by the defence, I have the honor and pleasure to refer for decision to the Committee.

In the denial and declination of the Mission Treasurer on oath and file, missionaries of the Board can have no right which its Syria Mission or Rev. H Calhoun was bound to respect in open Court. So the case, instituted in the necessary forms for the prosecution, I was

obliged to submit on its merits against Rev S. H. Calhoun or A. B. C. F. M.

In the apprehension of plaintiff, instructions constituted executive order for Mr Calhoun to continue the payment of Mr Benton's salary. Introduced in support of the alleged claim. The Court decided that this order proves the charge for indebtedness against him as treasurer of its Syria mission.

You assume that we "can have no claim on it for salary" given in the executive action of June 1861 — ask the Prudential Committee if you please to recognize "a claim upon the treasury of the Board for the sum of $25000"; and "make an advance of $500" etc

Will the Committee agree, and oblige

Very truly Yours.

William A Benton

Cambridge Mass

December 1872.

C. Stoddard Esquire
Chairman of the
Prudential Committee
A. B. C. F. M. Boston Mass.

May it please your
Honorable Board.

Having revised
the account held in the Journal
of the United States Consular Court
at Beirut Syria. I have the honor
to hold a claim upon the
Treasury of A. B. C. F. M. for the
sum of $26.559.20 on account
of salaries payment whereof I
am obliged to aver has been
demanded and withheld from
July 31. 1859 to this time in
Syria. By the Syria Firman
and ask the Court to Enforce

In view of $1474.42 already
received from Rev. S. H. Calhoun
June 1861. and $500 Currency paid

to me July 21. 1869 along with the sum of two Hundred pounds sterling to be remitted to Syria. we thought to feel on payment of Salary that all our claims pro tanto have been fully met. subject to the proper sanction of the Board.

Without this sanction and against the wishes of the Prudential Committee, in receiving donations for the Missionary work in Lebanon it is understood that we act without agreement. On the subject —

Separated from the Board, I am not responsible for the desire and election of Mr Calhoun to commence proceedings against him or A. B. C. & M in a civil case, before said Court.

Respectfully submitted

W. A. Benton

Cambridge
December 1872.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir.

In view of past action by the Committee, and by the Board at Salem Thursday afternoon October 5. 1871 on revision of a claim upon the treasury of A. B. C. F. M. for the sum of $25,809.20 on account of salaries, etc, including Estimates for the present year at the authorized rates, laid once more before the Prudential Committee after some consideration it was voted that there can be no occasion for further conference.

Obliged of course to acquiesce in this view and vote, received June 1872, having submitted the case on its merits to the Court of U. S. Consulate General at Beirut

Syria. at the expressed desire and responsibility of the Defendant we claim the right to receive as salary the sum of $1474.42 already received from Mr Calhoun June 1861. Whatever others may say in a civil case; and most cheerfully accord with further instructions from the Prudential Committee, in the action of June 1861.

Plaintiff and his wife also claim the right to make the proper estimate for salary, and that alone, another year, at the authorized rate; and submit a claim upon the treasury of the Board for the sum of $26.559.20 on account of salaries held in a civil case on demand with interest at the legal rate before the Courts of the United States Consulate General at Beirut, Syria.

I am anxious for amicable settlement of this claim upon the Treasury of the Board on agreement that I should cheerfully accord with its resolutions and practically acknowledge the authority of its Syria Mission subject of course to revision and instructions from the Prudential Committee.

The Court stated that this agreement or submission of the case for judicial arbitration would be equivalent and practically amount to withdrawal or abandonment of the claim on Mr Calhoun in his personal liabilities, not in his official responsibility. No authority short of the Supreme Court of the United States can set aside judicial action of a Consular Court in Turkey, as I apprehend the case. —

Bound to submit to every ordinance of Man for the Lord's sake, acquiesce in Executive Action of October 9. 1859 June 14. 1860 June 29. 1861 September 21. 1861 February 3. 1862. February 4. 1863. March 7. 1865 April 10. 1868. July 21. 1869 October 3. 1871 and June last, and withdraw or abandon the Claim on the Agent for a claim upon the Principal:- The only Check against unlawful Action of said agent advising with his Associates to deny the truth of the Account & are the Civil penalties of interest prosecution, Etc, in a civil case, If You please. Seven days remain for revision of Mission Treasurer's Action, and amicable adjustment of $ 26.559.20 less claims already met December 1872-

Cambridge
December 24. 1872-

Very Truly Yours
W. A Benton-

Bound to submit to every ordinance of Man for the Lord's sake, acquiesce in Executive Action of October 19. 1859 June 14. 1860 June 29. 1861 September 21. 1861 February 3. 1862. February 4. 1863, March 7. 1865 April 10. 1868. July 21. 1869 October 5. 1871 and June last, and withdraw or abandon the Claim on the Agent for a claim upon the Principal:- The only Check against unlawful Action of said agent advising with his Associates to deny the truth of the Account & are the Civil penalties of interest prosecution, Etc, in a civil case, if you please. Seven days remain for revision of Mission Treasurer's Action, and amicable adjustment of $ 26.559.20 less claims already met December 1872-

Cambridge
December 24. 1872-

Very Truly Yours
W. A Benton-

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My Dear Sir,

I have presented the account for the present year including estimate of salary and that alone for the coming year; and you have laid the case once more before the Prudential Committee as intimated in your note to me received June 8. 1872. After some consideration you wrote me it was voted that there can be no occasion for further conference.

This the golden rule of the parties in the case to feel that they are discharging only their own personal obligations that they are performing only their own appropriate duties as brethren

in the Lord. And it is held by the Board to be the duty of the Prudential Committee alike to individual Missionaries to their brethren of the Mission, and to the churches which support them to recall such Missionaries who, from any cause, fail to work in harmony with their brethren in the same field; and make such provision for the support of themselves and their families as circumstances require.

In view of past action by the Committee, and by this Board at its last annual meeting, and of the vote of June last, there is a claim upon the treasury of A.B.C.F.M. for the sum of $26.559.20 on account of salaries, fourteen years on demand with interest at the authorized rates in Syria.

Held on agreement to submit

the Case in the Journal of the United States Consular Court at Beirut as in a Promissory Note or Bond for said sum of $26.559.20 it is the rule of the Court that the parties at trial should be confined as closely as may be to the averment and the denial which shall not be altered after filing except on leave granted in open Court.

Submitted on its merits to the Court. After demonstration of the charge for indebtedness against Rev. S. H. Calhoun as treasurer of its Syria Mission, the Court fixed the terms and stated the effect of this agreement made at the expressed desire and election of Mr Calhoun in a civil case, instituted, examined, submitted, proved, and filed

at the legal responsibility of the Defense. I consider that the only checks to restrain action so unlawful, denial so anomalous, and protest so unaccountable in such a case, are the civil penalties of interest, prosecution, etc.

Thus confined to the averment that payment has been demanded and withheld, validity and legality of the account in whole and in part being denied by the defense from the summer of 1859, the prosecution asks the Court to enforce the payment on demand of salaries from June 1861.

Respectfully submitted

William A. Benton

Cambridge Mass

December 1872.

Query. Do you approve such denial?

Rev. N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My Dear Sir,

The Prudential Committee if you please approve "an advance of $500 on the score of a salary" for the sum of $25.000. This sum was paid in currency at the Missionary House in Boston July 21. 1869. if the Mission Treasurer withdraw denial of validity and legality of the account in whole and in part from July 31. 1859 to this date for the above claim including sud per estimate for another year. -

Otherwise interest payable quarterly in advance at twelve per cent per annum is held in the Journal of the United States Consulate General at Beirut, Syria, on agreement to submit the case on its merits to the Court of that Consulate.

Decision of the Court on introduction

of the Executive Order given in Dr Anderson's letter to me of June 29, 1861 examination of which was final, should be conclusive to prove the charge for indebtedness against Revd. Hallam as treasurer of the Mission. In that order and action of the Committee in official terms from Dr Anderson to my brother of August 1864, it is possible to agree and consider that "all has been done that justice and humanity demanded."

So I apprehend the case and hold "a claim upon the treasury of the Board for the sum of $25,000 on oath and file in the Journal of said Court if the Prudential Committee approve the agreement of the parties at trial to submit the case, at the desire of said treasurer of its Syria Mission.

But if this agreement made

at the desire and responsibility of the defense should be disapproved; and his unlawful action should be discountenanced & withheld against a positive order of the Committee to continue the payment of Mr Benton's salary on demand from June 1861: to deny validity and legality of the account in whole and in part from July 1859; and to decline amicable adjustment and friendly arbitration proposed by said Court, agreement would be possible for withdrawal of the claim upon said Agent in Syria. However approval or disapproval may be, the Court stated that this agreement would be equivalent and practically amount to a withdrawal or abandonment of this claim on Mr Calhoun, with the understanding that the journal of the Court should be confined & simply contain the petition and the denial thereof. -

So the Parties at Trial should be confined to agreement in the necessary forms for the prosecution of Rob. H. Calhoun as Treasurer of its Syria Mission, whose action you have approved in the case held in the Journal of said Court; and allowed as the Business Committee have approved and reviewed "a claim upon the treasury of A. B. C. F. M." etc.

The account of December for $25.000
on account of Salaries and interest 750
January 1. 1873 will amount to $25.750
$500 Currency advanced. 363.63
Balance due. $25.386.37
Interest 2nd Quarter. 761.59
Amount do $26.147.96
Less £200 gratuity - 968.
Balance due $25.179.96
June 30. 1873, if you approve,

Respectfully submitted
W. A. Benton

Cambridge, Mass.
December 1872.

Separated from its Syria Mission June 8. 1859 and from A. B. C. F. M. June 29. 1861 Averment of the plaintiff was necessary and proper to institute suit, and agree to submit the case on its merits to the Consular Court at Beirut Syria. Early in 1868. It is possible to deny that plaintiff and his wife discharged the Board from all further pecuniary liabilities towards them, or that a final settlement was made with them at the Missionary House July 21. 1869 whether as missionaries or citizens of the United States in a civil case. Can this agreement or denial be necessary.

Immediate answer is desired

Rev. W. G. Clark, D.D.
Foreign Secretary
A. B. C. F. M.

Very truly Yours
W. A. Benton

Rev. W. A. Benton

Cambridge, Dec. 1872.

Rec'd Dec. 31.

Rev. N. W. Clark D.D.

My Dear Sir

As I apprehend the case, the Prudential Committee have never approved the action of Mr Calhoun to withhold, or subvert the order to continue the payment of Mr Benton's salary on demand in accordance with Executive action of June 1861.

But you have appeared to approve his action to set aside Executive order in such action, and deny validity and legality of the account from 1859 to 1869 - Of course full rights of parties at trial must be allowed in a civil case, whether it is right or wrong.

I have presented for this quarter a claim upon the treasury of Ab'l C. Bell for the sum of $26.559.20

on account of Salaries including Estimate for another year. and also if necessary including interest at U.S. legal rate. for 1873 —

In view of the report adopted at Salem October 5 1871 the right to make estimates is in my apprehension necessary and proper on agreement to submit the Case as to regard $1474.42 Salary already received June 1861 and feel that "all our pecuniary claims have been fully met on the subject of Salaries to that date: or $500 Currency with a gratuity of Two Hundred Pounds Sterling on the score of a salary July 1869 —

Of course Salary was due Missionaries of A B C F M formerly in connection with Syria Mission to the extent of $1474.42 from the Mission treasurer June 1861 ——

Now I have the honor and pleasure to propose withdrawal and transfer of the account from said Agent and recognitation of "a claim upon the treasury of A B C & M" held in the Journal of said Court at Beirut Syria. On this proposition protest against our free return to Syria must be withdrawn or discountenanced inasmuch as it is determined opposition to the authority of Executive action as well as to validity and legality of the account from July 1859. in a civil case if you approve and the Prudential Committee concur with its mission in the opinion that our connection with the Board ought to be and is accordingly dissolved June 1861 —

I have in substance repeated notification of our desire sent you

Enclosed to C. Stoddard Esquire
Chairman of the Executive
Committee who is informed if
action in a civil case be approved
that liabilities of J. H. Calhoun
Agent must be liabilities
of A. B. & Co. & suspend
the agreement of both parties
to submit to U. S. Consular
Court at the desire of the
defence -

Very Truly Yours
W. A. Benton

If the Committee approve all
you have assumed, in support
of unlawful action and denial
of the truth of this account
please inform me and oblige me

W. A. B.

Cambridge
December 1852 -

Immediate

Rev N. G. Clark D.D.

My Dear Sir

In view of past action by the Committee and by the Board at Salem Mass October 5 1871 we have an indisputable right if you agree to regard as salary the sum already received from Rev S. H Calhoun, treasurer of its Syria Mission whatever others may say in account of salaries from July 1859 to June 1861 If you fail to agree we deny your assumption or conclusion that our connection with A B C F M ought to be, and is accordingly dissolved in the action of June 29. 1861 -

On agreement for separation from 1861, however we "consider this legally and morally conclusive and" feel that all our pecuniary

claims have been fully met, on the subject pro tanto from the summer of 1859 to 1861 — And from June 1861 you will not deny that "the treasurer of the Mission was privately instructed and would receive further instructions from the Prudential Committee in positive and express terms to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria.

Denial of the truth can be of no relevancy to the validity and legality of the account or charge for indebtedness proved against the defendant for payment of authorized salaries on demand from July 31. 1859 to this time amounting to the sum of $26,559.20 held in a

Civil case at Beirut Syria
if you please.

Having laid the case once
more before the Presidential Committee
you wrote me June 7 1892 that there
can be no occasion for further
conference. The relevancy of this
action to agreement of the parties
at trial, at the expressed desire
and readiness of the defense
to submit the case on its merits
to the Court without introduction
of irrelevant matter, without
further discussion, &c. I am not
authorized to decide. It is not
most certainly the fault of
missionaries of A B C F M as
citizens of the United States
formally in connection with
its Syria Mission.

Obliged to agreement, I
was constrained to ask if

It should please the Court to secure to me payment of all that justice demanded, and adjudicate the case in open Court. On this agreement I am constrained still to aver that payment has been demanded and withheld in a civil case from July 21. 1859 to this date, and urge immediate payment of salary authorized in Sath action of June and September 1861. February 1862 and 1863. March 1865. July 21. 1869 October 1871 and June last. If you please, as missionaries or citizens of the United States of Mount Lebanon Syria

Very truly Yours

W. A. Benton

Cambridge

December 1872.

Rev. W. A. Benton
Cambridge Jan. 1873.
Rec'd Jan. 11.

Rev S. B. Treat
Clerk of the Prudential Committee
A B C F M Boston Mass

My dear Sir,

In view of the vote received from the Prudential Committee June 8. 1872 we must, as we did agree at the Missionary House July 1869 to regard as salary the sum of $1474.41 already received from Rev S. W. Calhoun Treasurer of its Syria Mission June 1861; and feel to acknowledge that all our pecuniary claims have been fully met on account of salaries from the summer of 1859 to June 1861 in accordance with private and further instructions from the Committee.

But July 1861 Mr Calhoun wrote the United States Consul at Beirut that instructions constituted no order. And was unwilling to pay me authorized salary on demand.

In the Executive Action of June 1861
& separate, we gratefully accepted
further instructions from the Committee
to continue the payment of my
salary at the rate of $750 per
annum. Having received notice
of this Action and order, it was
proposed to agree, from that Consulate
on payment of salary to withdraw all
our protests and claims against the
Treasurer of said Mission - as individual
Member, and A. B. C. & D. all in accordance
with his private instructions. This
proposition, as ever legal and paternal,
was presented to Mr Calhoun in person
by the Consul himself at Abeih,
and transmitted by me to the
Missionary House August 1861.
But Mr Calhoun was still unwilling
and would not agree to pay me
salary authorized in the Action
of June 1861 —

On April 1868 Dr Clark wrote to approve the action of Mr Calhoun and gratify him and his associates in opinion and desire to have the Case instituted in the necessary forms for the prosecution, proved in the petition on charge for indebtedness against him as treasurer of the Mission. And at his expressed desire submitted on its merits to the Court of said Consulate early in 1868.

And in April 1870 you stated to us at the Missionary House in Boston that there was an earnest protest from the brethren in Syria against our return; and in December published in the Congregationalist a card against right to receive donations for the Missionary work in Lebanon.

So "a claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries" in the Case

was presented and reviewed at Salem October 5. 1871. From the Summer of 1859. Revised for the year past, I was obliged to refer the accounts to the Prudential Committee and "ask $500 on the score of a salary" etc "It was voted that there can be no occasion for further conference" in the case.

Held on agreement to submit at the desire of the defense, in the Journal of said Court, at Beirut, Syria, shall a claim upon the treasury of A B C F M. and this vote of the Committee be referred to that Court for fourteen years salary, "payment whereof having been demanded and withheld I ask the Court to enforce"?

Immediate answer is desired from the Prudential Committee.

Cambridgeport Mass. January 11 1872.

Very truly Yours
William A Benton

American Board of Commissioners
for Foreign Missions

To William A. Benton, Dr.

1873.	Account of Salaries.	Dollars.	cts
Jan. 1.	To Balance from 1872.	$25	000
" "	" Interest this Quarter.		750
" "	" Amount do	$25.	750.

An agreement to submit the case, and hold the Account in the Journal of the U.S. Consular Court at Beirut Syria, subject to Approval of the Prudential Committee —

W. A. B

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M. Boston Mass

My Dear Sir,

In view of the vote of the Prudential Committee received from Dr Clark June 8. 1872, I am obliged to regard as salary the sum already received from Rev. H. C. and feel that all our pecuniary claims have been fully met on the subject in account of salaries from the summer of 1859 to June 1861 in accordance with private and executive instructions from the Committee.

We owe cordial thanks to the Committee for said instructions given in action to separate, if we should be separated from the Board, June 1861. Obligation to separate, or submit to be separated was indicated in Dr Anderson's letter to me of October 19. 1859

Obliged to refer protests and claims against Mr Calhoun and his associates to the United States Consulate June 1861 the Consul suggested to agree for withdrawal or abandonment of all our protests and claims from August 1861 on payment of salary in accordance with his private instructions -

Confined simply to the averment and the denial thereof, it is possible to agree that denial of the averment that payment has been demanded and withheld or of the petition should be disclaimed and discountenanced by the Executive administration of A. B. C. D. E. F. G. H. between the parties at trial in a civil case. Dr Clark approved the action of Mr Calhoun whether it is right or wrong - However this may be the averment is true and necessary as the petition -

How absurd and incredible

is denial of petition, or averment. Opinions of no importance have gone to transfer its Syria Mission to another Board. And I am constrained to refer earnest protest against leave in writing of the Board for our free return to resume proper missionary work in Lebanon, as well as denial of the truth, validity and legality of the account of Salaries to the Prudential Committee.

The only checks to restrain this unlawful action of which I have any knowledge are the civil penalties of interest compounded at twelve per cent per annum for the whole time. Payable quarterly in advance if you please

Very respectfully Yours

W. A. Benton

Cambridge Mass
January 1873.

Rev W. G. Clark D.D.

My Dear Sir,

The vote of the Prudential Committee received June 8. 1872 I am obliged to refer for reconsideration, and ask as salary the sums already received June 1861 and advanced July 21. 1869 on the score of what may be found due.

Immediate answer is desired from the Prudential Committee

Very truly Yours.

William A. Benton

Cambridge Mass

Monday Jan 13.

1873.

Rev. W. A. Benton

Cambridge, Jan. 13, 1873

Rec'd Jan. 14.

Rev. W. A. Benton
to Dr. Alden — rec Jan. 13. 1873

Rev E. K. Alden. D.D.
Member of the Prudential Committee
A. B. C. F. M. Boston Mass.

My Dear Sir

In view of the vote received from the Prudential Committee June 8. 1872 I am obliged to refer to the Committee the account charged and proved against Rev S. H. Calhoun. as Treasurer of its Syria Mission. On agreement at his expressed desire to submit the case on its merits for judicial advisement to the Court at Beirut Syria. Early in 1868 —

I am sorry to understand that you have written. some time ago. to create prejudice against me in B. Y. M. C. A. and ask a proper explanation if it

be true.

If I am in fault. First have the goodness to tell me what fault or misapprehension exists or is supposed to exist; and redeem the pledge of a fraternal reception given us from the Missionary House if we should return to this country. —

Hon L. Child in the presence of his associates of the Committee July 21. 1869 said that the Board will redeem all their pledges, and recommended "to make an advance of $500 on the score of a salary which I claim to have been unlawfully withheld" from the summer of 1859, receipt of which sum in currency was thereupon acknowledged. with that of $1474.42,

It was not the fault of your Missionaries formerly in connection with the Syria Mission that the Treasurer was unwilling to advance authorized salary on demand from June 1861; but appeared to deny validity and legality of the account in whole and in part from the summer of 1859 —

Having received notice of his instructions from the Committee private to him, June 1860, and executive to him and me June 1861, on payment of salary, I agreed to withdraw all our protests and claims against him as Treasurer from 1861 in accordance with his private instructions if he would; and the Committee pledged that the Treasurer should receive farther instructions —

If the Board hold that it is the duty of the Prudential Committee alike to individual Missionaries Missions and Churches which

support them to recall missionaries who from any cause, without their fault fail to act in harmony with their brethren, let us have the payment of authorized salary in the official action of June 1861. Advised to make arrangements, in violation of our convictions of duty June 1859, I respectfully declined August 1859; and solicited other instructions — Cordial thanks for other instructions June 1861 —

Question of separation must be left to the Prudential Committee. But his apprehensions should be fraternally considered. Averments and denials should be true. in the case held in the Journal of the Board at the desire of the defense as "a claim upon the treasury of the Board for the sum" of $25.000.

Respectfully submitted
William A. Benton

Immediate, Rev. N. A. Benton
Cambridge 1873
Rec'd Jan. 14.

C. Stodd and Esquire
Chairman of the Prudential Committee
A. B. C. F. M. Boston Mass.
My dear Sir,

In view of the vote of the Prudential Committee received June 8. 1872. that "there can be no occasion for further conference", I am obliged to ask as salary the sums already received from Rev S. A. Calhoun. Treasurer of its Syria Mission June 1861. and $500 currency advanced at the Missionary House in Boston July 21. 1869 on the score of a salary demanded and withheld from the summer of 1859 to this time. Because on appeal from said Treasurer and his associates in Syria early in 1865. I "ask the Prudential Committee to make an advance of $500." etc as Dr Anderson wrote March 7. 1865.

The Effect of my agreement at the expressed desire of the defense to submit the Case in Open Court of February 27. 1868 was stated by the Court for withdrawal and transfer of the alleged Claim from Mr Calhoun to the Executive administration or Treasury of A. B. C. S. M. The Statement was judicial as Examination was final on Charges for indebtedness proved against Mr Calhoun as Treasurer of the Mission privately instructed in Executive order and Action of June 1861 "to continue the payment of Mr Benton's Salary at the rate of $750 per annum"

That payment has been demanded and withheld from June 1861 no one will deny in a civil case. How Mr Calhoun could or did "deny validity and legality of the account in whole and in part" and then desire that the Case should be submitted

on its Merits, to the Court without introduction of irrelevant Matter, I am obliged to refer for decision to the Prudential Committee. —

Dr Clark approved his action and says that we can have no claim on the order for Salary. Introduced as evidence the Court said that "this order proves the Charge for indebtedness against Mr Calhoun as treasurer of the Mission". On this subject can there be no occasion for further conference? on account of Salaries?

Payment has been demanded and withheld from July 1859 in Syria; and at the desire and election of the Defense I was constrained to submit the case without further discussion with the understanding that the Journal of the Court should contain simply the petition and the denial thereof. —

But the Business Committee at Salem reviewed, and allowed if you please "a claim upon the Treasury of the Board for the sum of $22.151.15 on account of Salaries". Add 3.628.05 Salary with interest for 1872. and 750 Salary alone for 1873. Amount $26,559.20 less claims already met if granted 1,474.42 as Salary expended June 1861 $25,084.78, due me Dec 1872.

I have 84.78 value of Bell. books &c

Balance $25.000. on account of Salaries held on agreement in the Journal of that Court if the Audit'ng Committee approve. In any settlement however, it was proposed at Alexandria Egypt to allow the sum of £200 (two hundred pounds sterling) to be placed at my debit &c &c

Very Respectfully Submitted
William A. Benton

Cambridge Mass
January 1873.

Rev. W. A. Benton.
Cambridge, Jan. 16. 1873.
Rec'd Jan. 17.

To the Prudential Committee
A. B. C. F. M. Boston Mass.
Dear Brethren

In view of instructions to support incorporated in Action to separate the Undersigned Missionary and his wife from its Syria Mission June 8. 1859 and from A. B. C. F. M. June 29. 1861 they had the right to regard as salary the sum of $1474.42 already received from Revd. H. Calhoun Treasurer of said Mission, and ought to feel that all their pecuniary claims have been fully met on the subject of salaries to that date whatever others may say. And if all that been done that justice and humanity demanded in the Action of June 1861 from date thereof, it was cheerfully proposed to agree on payment of

Salary to withdraw All their protests And Claims against the treasurer of the Mission - its individual members, and A.B.C.F.M., in Accordance with his Private instructions, in the Minute of June 1860, and further instructions June 1861. But Mr Calhoun thought and wrote that instructions Constituted no order. July 1861 - And suggested that it was simpler and plainer to institute And submit Action in a civil Case against him or A.B.C.F.M. Early in 1868.

Instituted in the necessary forms for the prosecution of an individual January 1868. On Charge for indebtedness proved against Mr Calhoun as treasurer of its Syria Mission, at his expressed desire, it was possible, necessary and proper that the plaintiff should agree to submit the Case on its

merits to the United States Consular Court at Beirut Syria, and ask the Court to enforce the payment of authorized salary on demand. Of this necessity and right of said plaintiff to agree in open Court, there can be no occasion for further conference." And the Court fixed the terms, and stated the effect of this agreement for withdrawal or abandonment of the alleged claim upon Mr Calhoun in the case, examination whereof was final.—

I was advised that the effect of this judicial statement was to transfer the account from the authorized agent to the executive administration of A. B. & S. M.; and cheerfully yielded on recommendation of the brethren to give my note to J. A. Johnson Esquire U. S. Consul General for two hundred pounds sterling to bring myself and

my Family to this Country July 10.
1869.

Now I am obliged to take exception to any and all misrepresentations and misconstructions of the honorable Secretaries and Treasurers of A.B.C.F.M. on mutual agreement of the parties at trial to submit the case on its Merits to said Court at Beirut Syria. The Business Committee at Salem October 5. 1871, on presentation of the Account held in the Journal of that Court, reviewed and rejected "a claim upon the treasury of the Board for the sum of — $22.181.15
without estimates for 1872. 3,628.05
and without Salary 1873. 750.
Amount January do $26.559.20
Interest 1st Quarter do. 796.77
Total Amount do do $27.355.97

Respectfully Submitted
William A Benton

Cambridge Mass.
January 16. 1873.

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My dear Sir,

As Mr Neal wrote Rev Geo A. Oviatt that the case is in the Foreign department it seems to be necessary and proper for information to refer the enclosed communication through your favor to the Prudential Committee.

A copy of this paper may be sent to the Congregationalist. I am sorry to have no answer to my claim when the Treasury of A.B.C.F.M. put the sum of $25000 on demand from December 1872.

Respectfully submitted
William A Benton

Cambridge Mass
January 16 1873.

Rev. W. A. Benton

Cambridge, Jan. 16, 1873.

Rec'd Jan. 17.

Rev N. G. Clark D.D.

My Dear Sir,

I have the honor and duty to refer to the Prudential Committee a claim upon the treasury of the Board for the sum of $26.557.20 on account of salaries at the rate of $750 per annum including estimate for another year, on demand with interest in a civil case, if you approve.

If there can be no occasion for further conference, I ask the Committee for amicable adjustment of the account. It is held on charge for indebtedness proved and filed against Rev S. H. Calhoun as treasurer of its Syria Mission.

If the proper adjustment be made, ~~interest on the past~~ account

about $15.000 may be paid at the rate of $3000 per annum for five years to come; and reduce the account of $25.000 3/4 of that rate from year to year.

If no amicable adjustment or agreement be made, or authorized, we have the personal right to regard as salary $1474.42 already received from 1861. Whatever others may say; and deny without payment or sanction of salary that "a final settlement was made" salary is essential to "a final settlement with Mr and Mrs B. as Missionaries of A.B.C.F.M. formerly in connection with its Syria Mission". —

Immediate sanction of $1474.42 salary already received from 1861, is requested.

Very Truly Yours
W. A. Benton

To the Prudential Committee A.B.C.F.M.
Rev N. G. Clark D.D. Foreign Secretary
Dear Sir,

In view of past action by the Committee and by the Board at Salem October 5. 1871 the undersigned missionary and his wife of Mount Lebanon Syria must be allowed to have and hold a claim upon the treasury of A B C F M for the sum of $26.559.20 on account of salaries at the rate of $750 per annum, including an estimate for the year to come, payment whereof having been demanded and withheld from July 21. 1859 to December 31. 1872 I ask the Court to enforce.

Held on charge for indebtedness proved and filed against Rev S. H Calhoun, as treasurer of its Syria Mission in the Journal

of the Court of the United States Consulate General at Beirut Syria plaintiff was obliged at the expressed desire and suggestion of the defense to submit the case on its merits to said court.

On recommendation of the brethren in that Mission to give his note to Hon J. A. Johnson, U.S. Consul General for the sum of Two Hundred pounds sterling to pay the Expenses and passage tickets of himself and his family to the United States they returned arriving at Boston July 10. 1869; and presented the account held in the petition against Mr Calhoun, and asked the Prudential Committee to pay said note to the U.S. Consul General at Beirut, and make an advance of $500 on the score of a salary payment whereof had been demanded and withheld from 1859 to 1869 for ten years in Syria.

The Committee allowed the right of plaintiff to regard at salary the sum of $1474.42 already received from Mr Calhoun June 1861; and suggested the obligation in view of these sums already received to feel that all their pecuniary claims have been fully met on the subject to that date. And Mr and Mrs Benton gratefully accepted as a gratuity the sum of Two Hundred pounds sterling and $500 currency on the score of a salary payment whereof they claim to have been unlawfully withheld from the summer of 1859 by the Syria Mission.

Presented at Salem October 1871 the Business Committee reviewed

a Claim upon the Treasury of the Board for the sum of $22.181.15 on account of salaries for ten years past (1861 to 1871) with interest at the legal rate in Syria, and entertained not our request for leave in writing of the Board to return or to be returned to Syria for the Missionary work in Lebanon. But it should be stated that there was sent to the Prudential Committee an earnest protest against our return to Syria, signed by all the members of the Mission

Therefore the present claim upon the treasury of the Board is for the sum of $26.559.20 held in the journal of said court on demand with interest, less claims already met in the account June 1861.

Respectfully submitted

William A. Benton

"

Rev N. G. Clark D.D.

My Dear Sir,

As Missionaries of A. B. C. F. M. formerly in connection with its Syria Mission separated therefrom June 8. 1859 and from the Board June 29. 1861 in view of the vote of the Prudential Committee received from you June 8. 1872, we ought to regard as Salary the sums already received from Rev S. H. Calhoun. and feel that all our pecuniary claims have been fully met on the subject of Salaries from the summer of 1859 to 1861 whatever others may say.

And from June 1861 we cheerfully accepted private and farther instructions from the Prudential Committee on Mr Calhoun, as treasurer of said mission to continue the payment of Mr Benton's Salary at the rate of $750 per annum asked by the Mission in its Estimates

and authorized by the Committee in the Appropriations for 1860.—

Now I was obliged as a Missionary of the Board from June 1861 to make our protests and claims against the treasurer of its Syria Mission, its individual members and A. B. C. F. M. for proper security to the United States Consulate at Beirut, Syria. And from August 1861 the Consul suggested a proposition on payment of salary to agree for withdrawal of all our protests and claims against the treasury of said Mission its individual members &c in accordance with his private instructions given in Dr Anderson's official letter to me of June 1861; and in person presented this proposition to Mr Calhoun, And I had the honor and duty to transmit the same to the Missionary House for the consideration of the Prudential Committee.

September 21. 1861 Dr Anderson wrote to Mr Calhoun: "You was authorized to continue the payment of Mr Benton's salary" etc. And again February 3. 1862: If you think Mr Benton has expended what you advanced & the mission is authorized to arrange for the homeward passage of Mr and Mrs Benton, and you at any rate will have all the needful funds. Again February 4. 1863 Secretary Treat was instructed by the Prudential Committee to say to Mr Calhoun: The construction you have put upon Dr Anderson's note in your letter to Mr Benton of Dec 4. 1862 accords entirely with their own view of the case. The claim which he makes is inadmissible.

February 27. 1864 in a letter from the U.S. Consul at Beirut to me the proper form for the prosecution of an individual was indicated.

On failure of the Mission Treasurer to pay me $500 for eight months salary in 1864, I made appeal with power of Attorney through A. L. Benton of Tolland Conn to the Prudential Committee. And as you know Dr Anderson answered: "Your brothers asks the Prudential Committee to make an advance of $500 on the score of salary" &c And you wrote to Mr Calhoun April 1868 in support and approval of this action and desire that the case should be submitted on its merits for Consular adjudication. at Beirut Syria. February 1868.....—

Now therefore on agreement to submit the case to the Court of the United States Consulate General at Beirut Syria I have presented a claim upon the Treasury of A. B. C. F. M for $25.000 on account of salaries fourteen years 1859 to 1863, being the balance due me—

Respectfully submitted

W. A. Benton

Cambridge Mass
January 1873.

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My dear Sir,

In view of Corporate action by the Board at Salem October 5. 1871, and the final vote of the Prudential Committee received June 8. 1872 it is necessary and proper to regard as salary the sums already received from Rev S. H. Calhoun, Treasurer of its Syria Mission amounting to the sum of $1474.42 June 1861 at the rate of $750 per annum; and feel that all our pecuniary claims have been fully met on the subject to that date.

We gratefully accepted also the gratuity of Two Hundred Pounds Sterling advanced by

the Sub Committee at the Missionary House in Boston July 21. 1869 to be remitted to Beirut Syria; and five hundred dollars in currency ~~paid~~ asked on the score of a salary payment wherein I claim to have been unlawfully withheld from the Summer of 1859 by the Syria Mission, due me and others as Missionaries of A. B. C. F. M. formerly in connection with said Mission of A. B. C. F. M.

Separation from that Mission June 8. 1859 and from the Board June 29. 1861 honor and duty required your Missionaries to submit and refer to the pleasure of the Prudential Committee not knowing what more they could do for our comfortable support in Syria; and concurring fully with its Mission in opinion that our

connection with the Board ought to be. and is accordingly dissolved June 1861.

But on agreement to submit the case. instituted in the necessary forms for the prosecution of an individual. on charge for indebtedness proved against Rev. H Calhoun as treasurer of said Mission, it may be possible and necessary to deny that "a final settlement was made with them" or that there was a full "discharge of the Board from any and all farther pecuniary liabilities toward" such Missionaries in their "claim upon the treasury of A B C F M for the sum" of $12038.16 charged in the petition of January 1868: and "of $22.181:15 on account of salaries for ten years past" reviewed and adopted in the report of October 5. 1871

Revised and presented for 1872

Gen. Beulne

You laid the Case once more before the Committee whose vote received June last I am obliged to allow and regard as final to that time - When the "claim upon the treasury of the Board was for the sum of "$ 25.809.20 on "account of Salaries" fourteen years "with interest compounded at twelve per cent per annum for the whole time",

To this sum of $ 25.809.20
I have the duty to add 750.
Salary for another Year $ 25.559.20
And interest 1st Quarter 73 - 796.77
Amount January 1.1873 $27.355.97
Less claims Already met 1,838.05,
regarded as Salary. Balance $25,517.92
held in the Journal of the Court at Beirut. Syria

If you please,
Respectfully Submitted
William A. Benton

Cambridge Mass
February 4. 1873.

Rev. W. A. Benton

Cambridge Feb. 5, 1873.

Rec'd Feb. 7.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir,

Possibility or necessity to deny if you allege as you did, that a final settlement was made at the Missionary House in Boston July 21. 1869; or that we have discharged A. B. C. F. M. from all further pecuniary liabilities to and Missionaries formerly in connection with its Syria Mission; or that we can have no claim for salary on the order given in Private and Farther instructions from the Prudential Committee on the subject June 1869 is evident as agreement of the parties at trial at the expressed desire of the defense to submit the case on

its merits to the Court of the United States Consulate General at Beirut Syria early in 1868.

The vote of the Prudential Committee received June 6. 1872 was final as the allegation of a final settlement for the funds already received June 1861 and advanced July 21. 1869 on the official assurance that the Board will redeem all their pledges in contract not merely for a limited time but for life if the Lord will. It was received in answer to my request for the Executive action and decision of the Committee for a fraternal settlement in case of Plaintiff against Mr Calhoun as treasurer of its Syria Mission.

In past action of October 1871 there was reported, to have been

sent to the Prudential Committee an earnest protest against our return to Syria, signed by all the members of the Mission. This action of the brethren was unfraternal as it was anomalous. On agreement that the case should be submitted on its merits to said Court, without further discussion, etc. the Court fixed the terms and stated the effect of this agreement for withdrawal or abandonment of the claim alleged against Mr Calhoun in his personal liabilities. –

With the understanding that the Journal of the Court should contain simply the petition and the denial thereof, of course the rule of the Court must prevail that the parties at trial should be confined as closely as may be

to the Averment, and the denial which shall not be altered after filing except on leave granted in open Court. And interest compounded at twelve per cent per annum for the whole time is payable quarterly in advance.

Instituted and submitted in the necessary forms for the prosecution of Mr Calhoun. As treasurer of the Mission at his expressed desire and responsibility I was obliged to commence suit in a civil case to enforce payment of authorized salary on demand with interest from June 1861 —

I have sent you our claim upon the treasury of the Board for the sum of $27.355.97
less claims already met & granted 1.838.05
as expended salary. Balance $25.517.92
if approved in a civil case —

Respectfully submitted
William A. Benton

Cambridge Mass
February 5. 1873.

C. Stoddard
Chairman of Prudential Committee
A.B.C.F.M. Boston Mass.

My Dear Sir,

Without the sanction and against the wishes of your Honorable Committee there can be no agreement to regard as salary donations already received June 1861 of $1474,42
and adjudged July 21. 1869 — 363 63
(gold) Amount total $1838,05
asked on the score and account of salaries
And there can be no occasion for further conference. or agreement to submit the case on its merits. and ask the Court to enforce. Suit against Mr Calhoun as treasurer of its Mission was suit against Executive administration of A.B.C.F.M. —

Respectfully submitted
W. A. Benton

"

Rev. W. A. Benton

Rec'd Feb. 7. 1873

Immediate

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My dear Sir,

On agreement to submit the case on its merits to the Court of the United States Consulate General at Beirut, Syria, in view of past action by the Committee and by the Board at its last annual meeting having presented the account appended to the petition, and laid the case once more before the Prudential Committee, you notified me June 8. 1872 after some consideration it was voted that there can be no occasion for further conference.

Having received this notice I am obliged to revise and refer a claim upon the Treasury of the Board for the sum of $27.355.97

on account of salaries from July 31. 1859 to January 1. 1873. with interest compounded at twelve per cent per annum. payable quarterly in advance, if the Prudential Committee approve.

In accordance with instructions given in action of June 1861 I have the right to urge and salary the sum of $1474.42 already received from Revd. H Calhoun, treasurer of its Syria Mission. at that date; and duger to feel that all our pecuniary claims have been fully met pro tanto. But our right and duty can be no agreement for withdrawal or abandonment of the account proved on charge for indebtedness against Mr Calhoun as treasurer of said Mission without the sanction and against the wishes of the Prudential Committee.

On your letter to approve the action and desire of Mr Calhoun it is necessary and proper for the prosecution to submit the case for Consular adjudication:- and to have the case laid once more before the Prudential Committee, for the sum of $27.355.97/100 on account of a claim upon the treasury of A.B.C.F.M.-

Must we agree that there can be no occasion for further conference regard at salary the sum of $14474.42 already received June 1861; and $500, advanced on the second a salary at the Missionary House in Boston July 21. 1869?- Must we agree that a final settlement was made at the Missionary House in Boston July 21. 1869 not only for a part but for the whole amount of our claim upon the treasury of the Board for the sum of $22.181.15 on account

of Salaries from 1859 to 1872 ? or
of $27.355.97 to this time ? -
of 2.536.60/100 additional interest
(make $29 892.57) on account of Salaries at
the rate of 750. per Annum. There will
be the sum of $30 642.57 from December next
according to necessary agreement of
parties at trial to submit the case
on its merits for judicial result.

And from October last, interest payable
quarterly in advance, exceeds Salary
for the whole year, at the authorized
rate. Restitution ought at least to
secure the payment of all that justice
and humanity demanded on
the subject of Salary and that alone,
payment whereof having been demanded
and withheld, I ask the Court to enforce

In any settlement I agree to allow
the sum of Two Hundred Pounds Sterling (968
dollars in Gold) to be placed at my debit -

Cambridge, Mass.
February 1873.

Very Truly Yours
W. A. Benton

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
My Dear Sir,

Missionaries of A.B.C.F.M. resident at Shamdun Mount Lebanon Syria. formerly in connection with its Syria Mission. separated therefrom June 8. 1859 and from said Board also June 29. 1861 cheerfully received notice given in their separation from the Board that the treasurer of the Mission was privately instructed June 1860. and should receive farther instructions from the Prudential Committee "to continue the payment of Mr Benton's salary at the rate of $750 per annum until his departure from Syria".

On intimation from the Missionary House in these separations we learned that "no retrospective action was intended in the Minute of June 1860. and the word salary was incautiously used" in action of June 1861. However in view of $1474.42 already received

from Rev S. A Calhoun. Treasurer of its Syria Mission. It was doubtless the right and privilege of Mr Benton and his wife to regard a salary these years already paid. Whatever others may say; who ought also to feel that all their pecuniary claims have been fully met on the subject to that date of separation from the Board.

And from June 1861 they cheerfully acceded in official action to separate missionaries. Executive order on said treasurer and agent from date of such separation in positive and explicit terms "to continue the payment of Mr Benton's salary at the rate of $750" etc on demand. But alas!! Mr Calhoun advising with his associates pretended that instructions given in action of June 1861 constituted no order from the committee on the subject.

Instituted in the necessary forms for the prosecution of an individual. Amicable adjustment, and friendly

arbitration proposed by the Court, being declined by the defense in a civil case, it was decided that "this order proved the charge for indebtedness against Rev S. H Calhoun as treasurer of the Mission".

At the expressed desire of the defendant, however, plaintiff was constrained to yield to his suggestion and agree to submit the case on its merits to said Court, without further discussion, with the understanding that the Journal of the Court should contain simply the petition and the denial thereof. So it was necessary and proper on agreement of the parties at trial to institute and submit action in a civil case against Rev S. H Calhoun, & A. B. C. F. M. January 1868 to enforce, as he would not agree "to continue the payment of authorized salary" on demand "with interest compounded at twelve per cent per annum for the whole time".

Now it was necessary and proper having returned to this Country at the invitation of the Prudential Committee that we should acknowledge receipt of $1474.42 from Mr Calhoun June 1861; and of 500 currency from the Committee July 21. 1869 on the score of a salary payment thereof having been demanded and withheld. I ask the Court to enforce from July 31. 1859 to December 31. 1873. –

Our Claim upon the treasury of the Board for the sum of ——— $22.181.15
reviewed Oct 5. 1871 contained no estimates 3.628.05
for 1872 amounting to the sum of $25.809.20
On account of salaries. Nov. 73 4.083.40
in estimates of salary &c. Amount $29.892.60
without estimates for 1874. 750.
Total amount of this claim $30.640.60
held in the Journal of said Court. to
Dec. next. Respectfully submitted

W. A. Benton

Cambridge Mass.
February 1873.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir,

Inasmuch as there can be no occasion for further conference, without the sanction and against the wishes of the Prudential Committee, in a civil case if you approve it is necessary and proper to hold and present our "Claim upon the treasury of A. B. C. F. M. for the sum of ——— $30.642.60 on account of salaries, with interest, at the legal rate for the whole time from July 1859 to December next including estimate of salary for the year to come.

This account of salaries on charge for indebtedness proved against Rev S. Holbrook. Treasurer of its Syria Mission, in a civil case, at his expressed desire is held in the journal of the Court of the United States Consulate

General at Beirut, Syria, Instituted in the necessary forms for the prosecution of Mr Calhoun, on demonstration of the alleged claim payment thereof having been demanded and withheld. I ask the Court to enforce, and in the opinion that this account is "a claim against the treasury of A.B.C.F.M." of course all parties will agree for whatever sum may be found due.

In separating from its sister Mission and from the American Board June 1861 we could "cheerfully accord with its resolutions, and practically acknowledge its authority to intend and mediate our retirement or release from the service of A.B.C.F.M. in Syria. So it was Resolved that the Prudential Committee not knowing what more they can do for our comfortable support

in that Country, Nightingale they did concur fully with the Mission in its opinion that our connection with the Board ought to be and is accordingly dissolved June 1861

There can be no occasion for further conference to deny if you allege that our receipt or acknowledgment of the sum of $14,434.42 on account of Salaries from July 1859 to June 1861 discharges the Board from all further pecuniary liabilities toward Missionaries formerly in connection with its Syria Mission

Allege and prove if you, Mr Treat, or Mr Ward can, that our large claim upon the treasury of the Board has no foundation whatever, whether legal or equitable? or that the Indentical Committee hold us to our agreement in reference to matters thus fully settled, of which we have no knowledge?

Now if you will that a final settlement was made with us July 1869 without payment or acknowledgment of salaries already received June 1861 and without order given and further instructions from that date to continue the payment of Mr Benton's salary?

If no such allegations or misconstructions can be proved, please regard as salary the sums already received $1474.62 June 1861 and advanced July 1869. $1331.65 amounting to the sum of $2806.05 — less than claim of interest in 1872.

However, instructions from the Sinderstial Committee, as well as our agreement to submit the case confined and proved the charge for indebtedness against Mr Calhoun as treasurer of its Syria Mission in the case

All which is respectfully submitted

Very truly yours

W. A. Benton

Cambridge Mass

February 19. 1873.

" "

Treasury
A B C F. M.

Cambridge Mass
February 19. 1873.

To W. A. Benton Dr

1871.			
Oct 5.	Amount this date		$22.181.15
"	Salary for 1872.		750
1872	Amount	do.	$22.931.15
"	Interest	do.	2,878.05
"	Salary for 1873.		750
1873	Amount	do	$26,559 20
	Interest	do.	3333.40
			$29892.60
	Salary for 1874		$750
	Amount	Dr.	$30642.60

Respectfully submitted
W. A. Benton

Rec'd by Clark DD
Chief Secretary A B C F M
Boston Mass. U S A.

Cambridge, Mass.
February 20. 1873.

Treasury of
A.B.C.F.M.

To William A. Benton Dr

1872	To Account of Salaries	$22,931.15
"	" Interest in 1872.	2878.05
"	" Salary for 1873.	750.
1873.	" Amount do	$26,559.20
"	" Interest do,	3,333 40
"	" Salary for 1874.	750
"	" Amount do	$30,640.60

Respectfully submitted
William A. Benton

L. S. Ward Esquire
Treasurer of A.B.C.F.M.
or
Secretaries of A.B.C.F.M
Congregational House
Boston,
Mass.

Rev S. B. Treat
Clerk of the Prudential Committee
A B C F M. Boston, Mass.

My dear Sir,

Having returned to this country at the invitation of the Prudential Committee July 1869 we presented the account of salaries for ten years past, payment whereof Rev S. Hallock treasurer of the Syria Mission was privately instructed to continue. The Committee allowed our right to regard as salary the sum of $1474.42 already received from said treasurer June 1861 in account from July 1859 to that date; and suggested that we should feel as missionaries formerly in connection with its Syria Mission that all our pecuniary claims had been

fully met on the subject pro tanto

That we did ask. And the Committee said fit to grant as a gratuity the sum of Two Hundred Pounds Sterling to be remitted to Beirut, by the Board and Five hundred dollars Currency on the score of a Salary which we claim to have been unlawfully withheld from plaintiff by the Syria Mission. All the Churches and other friends of Christ, and foreign Missions may learn with great pleasure

How or why 121 you wrote and obtained "An Earnest protest against our return to Syria signed by all the members of the Mission before it was transferred to the Presbyterian Board". And published such statement in the Congregationalist of December 8. 1870. notwithstanding against leave in writing of the Board for

our intended Return; but also against right honor duty and privilege to receive donations for the Missionary Work in Lebanon &c "without our knowledge or Consent. You will please explain to us and to the Churches and other friends of Christ and Foreign Missions -

An Charge for indebtedness proved against Rev S. Hallhorn as treasurer of its Syria Mission and at his desire submitted on its merits to the Court, I have presented and the Business Committee reviewed and allowed "A claim upon the treasury of the Board for the sum of $22.181.15 on account of Salaries with interest for ten years past". At Salem October 5 1871. And in view of such past action having laid the case once more before the Prudential Committee Dr Clark gave the notice June 8. 1872

after some consideration it was voted that there can be no occasion for further conference in the case.

Now therefore in view of these facts it is necessary and proper on agreement to submit the case that I should hold and represent "a claim upon the treasury of A. B. C. & D. for the sum of $30.642.60 on account of salaries including estimate of $6750 salary alone for 1874 payment whereof "the treasurer of the mission was privately instructed to continue until the treasurer should receive further instructions from the committee on the subject"—

On this agreement and payment it was proposed from the summer of 1861 to withdraw all our protests and claims against said treasurer etc in the United States Consulate, Beirut Syria in accordance with private instructions, &c.— Very truly yours

W. A. Benton

Rev N. G. Clark. D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir,

Inasmuch as there can be no occasion for further conference in the case, submitted at the expressed desire and official responsibility of the Defendants, to the Counsel of the United States Consulate General at Beirut Syria, the prosecution have the right and duty to hold and represent a claim upon the treasury of the Board for the sum of $30.64260 on account of salaries. Payment thereof having been demanded and withheld from July 1859 I ask the Prudential Committee to continue, otherwise we must ask the Court to enforce fragments of all that justice demanded on the subject. And of course all parties will agree in the opinion that

the account, charged and proved in the Petition is, and ought in Equity to constitute a claim upon the Treasury of A. B & Co. in the Case.

In my apprehension, however, Instructions confined, as well as proved, the charge of indebtedness against Mr Calhoun, as Treasurer of its Syria Mission. Suit against the authorized Agent is suit against the Executive administration if you approve to enforce payment of Mr Benton's salary on demand with interest at the legal rate, as intimated in my note and account to you from yesterday's date.

A warrant and denial on oath and file in the Journal of said Court in necessary forms for the prosecution stand with the understanding that the Journal of the Court should contain simply

the Petition, and the denial thereof.

Allegations and denials in reference to all further liabilities of A.B.C.F.M towards Missionaries formerly in connection with its Syria Mission to the large claim upon the treasury of the Board whether legal or equitable or to a final settlement in the case submitted to said Court "can be no occasion for further conference."

In contract with A.B.C.F.M not merely for a limited time, but for life if the Lord will, the Prudential Committee do understand desire no vain repetition of matters thus fully settled. Acknowledgment of the sums already received June 1861 and announced July 1869 can be no settlement or discharge without payment of authorized salary pro tanto, or demand of what may be found due in this case.

Prove that a final settlement was made with Missionaries as citizens of the United States, formerly in connection with its Syria Mission at the Missionary House in Boston July 21. 1869. State if you please what that settlement or agreement was, except a concession of Right to regard as salary $1474.42 gold, and currency paid $500, on account of salaries, and acknowledgment to feel that all our pecuniary claims have been fully met on that subject whatever others may say in account from July 1859 to June 1861, pro tanto.

And please answer immediately from the Prudential Committee this Query? Ought our connection with A.B.C.F.M. to have been, and was it thus dissolved June 1861 under further instructions to Rev. H. Calhoun?

Cambridge Mass. February 20. 1873.

Very truly Yours
W. A. Benton

Rev N. G. Clark D.D.
Foreign Secretary A B C F M

My dear Sir

Inasmuch as our large claim upon the Treasury of A B C F M is in the Department of your Foreign Secretaryship and your construction can be no agreement, all the liabilities of interest payable at the legal rate must be at your official responsibility.

We ask to see the Treasurer accord with his private and official instructions from the Prudential Committee in Action of June 1861. No receipts, without payment or sanction of salaries can be a final settlement in the case of Missionaries separated from the service of the Board at the pleasure of the Prudential Committee.

If separate, I have presented

account of salaries on charge for indebtedness proved against the Mission Treasurer Jaffa to the sum of $30.642.60 with interest on demand notes only for two years past 1859 to 1869. but extra to Dec next. including estimate for 1874.

Now I have to propose appropriation of $500 Currency adopted July 21. 1869 for the expenses of Mrs Benton and myself to return to Syria, unless it be granted "an adonia on the score of a salary which I claim to have been unlawfully withheld"

Immediate answer from the Committee is desired

Very Truly Yours

W. A. Benton

4

C Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston Mass

My dear Sir.

In view of past action by the Committee, and by the Board at its last annual meeting in Salem October 5. 1871; and the vote of the Prudential Committee, received from Dr Clark June 8. 1872; is it necessary and proper to agree that there can be no occasion for further conference? —

It is necessary and proper of course to regard as salary the sums already received from Rev S. Halhorn Treasurer of its Syria Mission June 1861. And the Committee consider this legally and morally conclusive on the subject of salaries in account from July 1859 to that date. if you approve

denial of validity and legality of the account in part for $1474.42 salary on demand June 1861, sworn

Submitted, and filed in the Journal of the United States Consular Court at Beirut, Syria. Must go for nothing on the understanding that said Journal should contain simply the petition and the denial thereof. Right of petition must be allowed, as well as right to pay and use as salary those sums in account of balance $574.42
July 1859; and payments of 200
July to October 1860; and of 700
February 5. 1861 - Amount $1474.42
receipt whereof we freely acknowledge at the Missionary House in Boston July 21. 1869. We must agree of course that receipt implies payment of salaries pro tanto. Whatever others say.

Dr Clark approved action of the Mission Treasurer to deny! and express his desire that the case should be submitted on its merits to said Court! Examination thereof was final.

So interest from commencement of proceedings at his responsibility is payable quarterly in advance. if the Committee please. On the subject of account at the authorized rates to continue or enforce payment it was voted that there can be no occasion for further conference.

Agreement of parties at trial must be mutual therefore to commence suit against Mr Calhoun treasurer of said Mission as authorized Agent of A. B. C. F. M. Because in judicial statement of the court this agreement would be equivalent and practically amount to withdrawal or abandonment of the claim on Mr Calhoun. peculiar to Missionaries, given in private and further instructions in the minute of June 1860 and the action of June 1861 —

In this action and order I think "all has been done that justice & humanity

demanded for our comfortable support in Syria as missionaries formerly in connection with its Syria Mission, however separated June 8. 1859.

In executive action to separate we find full authorization to support us until our departure from Syria, or until the treasurer should receive further instructions. And "the treasurer of the Mission has always felt that the matter was substantially left to his own responsibility and that of the Mission". Denial of truth which must go for nothing, therefore can be no occasion for further conference. But revision of such unlawful action in its Syria Mission, I must refer to the Prudential Committee and ask immediate and fraternal recognition of our claim upon the treasury of A. B. C. F. M.

Very truly yours
W. A. Benton

Cambridge, Mass.
February 25. 1873.

Rev. W. A. Benton.

Cambridge Feb. 26, 1873.

Rec'd March 1st.

The only question may be indebtedness of the Board, when instructions introduced as evidence proved the Charge for indebtedness against Mr Calhoun as treasurer of the Mission.

Necessity and propriety, however, obliged agreement for withdrawal or abandonment of the alleged claim upon him in his personal liabilities, at his own expressed desire. Election and responsibility as treasurer of the Mission; And commencement of suit against said treasurer to enforce payment of "a claim upon the treasury of the Board" for whatever may be found due —

So it was. And still is necessary and proper from necessity to submit the Petition and ask the Court to enforce payment of Salaries in the Case of Missionaries of the Board to Syria who landed at Beirut. twenty years ago this date

Respectfully submitted

Cambridge, Mass. W. A. Benton

Wednesday February 26. 1873.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

Dear Sir,

Having commenced suit in the case of Charge for indebtedness proved against Rev S. H. Calhoun as treasurer of its Syria Mission and presented account of salaries payment whereof has been demanded & withheld for the sum of $ 25.809.20 I am sorry to be obliged to acknowledge notice received from you June 8. 1872 that after some consideration it was voted that there can be no occasion for farther conference

That the Prudential Committee considered this vote right and expedient for the past year. I can cheerfully admit. But this vote or admission thereof can be no advantage or agreement

to Amicable adjustment or friendly Arbitration in the Case.

Action for the prosecution to enforce payment for the Sum of $25.809.20 included no Estimate of Salary. 750.
For this Year's Amount $26.559.20 with interest on demand. And that I have the right by Agreement to hold this Account on oath and file in the Journal of said Court, is evident to me as our right to regard as Salary $1474.42 Already received from 1861, or $500 currency paid in advance July 21. 1869.

It is right and Expedient to propose Estimates of Salary and interest at Authorized rates for Another Year. If you approve Action on oath to deny this personal right in reference to the validity and legality of the Account in whole and in part for Ten Years Past 1859 to 1869 or 1861 to 1871 I am sure that our brethren in Syria will have

no occasion for farther conference; and desire no vain repetition of matters thus fully settled. But in any settlement it was an article of agreement that the sum of £200. (Two Hundred Pounds Sterling) should be placed to my debit. Gratefully accepted as a gratuity July 1869. We must take exception to the groundless assumption that a final settlement was made with Missionaries formerly in connection with its Syria Mission in the agreement at the Missionary House in Boston July 1869.

This possible device unlawful action and false oath for the defense to force the prosecution of a suit, and secure the payment of all that justice and humanity demanded in a civil case. Suit was against Rev S. H. Calhoun, and him alone. Citizen; or A. B. & Co. incorporation of the United States. So most conscientiously I believe and hold the account, as we must be held on agreement to submit action or petition from the nature of the case.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My dear Sir,

I have sent you this A. in the account presented and laid before the Prudential Committee for the last year to the extent of $25.809.20
including estimate of salary 750.
for this year. Amount. $26.559.20
on account of salaries, payment whereof I ever to have been demanded and withheld from June 1861 —

In any settlement of the above account it is understood that we have the right to regard as salary the sum already received from Rev S. H. Calhoun, treasurer of the Syria Mission, whatever others may say, in account of salaries from July 1859 to June 1861. And it is right, necessary

and expedient to agree that the Case should be submitted on its merits to the Court if you please. Your pleasure is our necessity in the Case.

Possibility of revision or sanction of the Case. and the Claim upon the Treasury of A. B. C. F. M. for the sum of $30.642.60 on account of salaries encourages me once more to refer the account charged and proved in the petition against Prof. Calhoun to the Prudential Committee. Indeed without the sanction and against the wishes of the Committee I must act if I should receive donations for the Missionary work in Lebanon which Mr Calhoun claims to have paid me for charities. privately instructed to continue the payment of Mr Bentons salary at the rate of $750 per annum in the action of June 1861.

Anxious to act and do all and only what is right in accordance with private and further instructions of the Prudential Committee on the subject, given in the Executive action to separate Mr Benton and myself from its Syria Mission June 6. 1859 and from A. B. C. F. M. June 29. 1861 all things which are lawful are not expedient for me. Without the sanction and against the wishes of the Prudential Committee, it may be unnecessary and inexpedient to prosecute the account on charge for indebtedness proved against the treasurer of its Syria Mission - in a civil case. Antagonism. Opposition Envy. jealousy. strife. obstinacy. self-will. perjury. or other unlawful action. and falsification of facts can give loyal and faithful missionaries of A. B. C. F. M. no moral discharge from personal responsibilities to Christ

Mission as such can be no parties at trial in a civil case. And safety for Missionaries or Boards can be secured, in subservience to law, perhaps in no other way so practically as in absolute separation of such Missionaries in foreign lands from the Boards which sent them forth, when it seems to be necessary either to recall or release them from connection with said Boards.

Our cordial thanks are due to the Committee for instructions given, in executive action for our necessary separation, on its Mission treasurer from June 1860 "to continue the payment of Mr Benton's salary". On this subject in view of past action I have presented our account for $30.642.60 including estimate of salary for 1874

Cambridge Mass. Very Truly Yours
February 28. 1873. W. A. Benton

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston Mass.

My dear Sir,

In view of past action by the Committee and by the Board at Salem October 5. 1871 and subsequent vote of the Prudential Committee received June 8. 1872, I have the honor and duty herewith to represent a claim upon the treasury of A. B. C. F. M. for the sum of $30.642. 3/5 (dollars Thirty thousand six Hundred and forty two and three fifths) on account of salaries for fifteen years past including $750 in estimate for 1874. with interest at the legal rate of twelve per cent per annum for the whole time.

Separated from its Syria Mission June 8. 1859 and from the American

Board June 29. 1861 I am sorry to be obliged to deny, and take exception to misconstructions and assumptions without proof that a final settlement was made with such missionaries of A. B. C. F. M. formerly in connection with said mission; and that they discharged the Board from all further pecuniary liabilities towards them as missionaries or citizens of the United States, from that date. I deny emphatically that acknowledgement of $1474.42 salary or sums already received on account of salaries from Rev. H. Calhoun June 1861 was a receipt discharging the Board from all further liability to continue the payment of Mr Benton's salary due from June 1861 to July 21. 1869.

Held on charge for indebtedness proved against Rev. H. Calhoun in open Court of February 1868 and

at his expressed desire and official responsibility submitted on its merits and filed on date and agreement of the parties at trial in the Journal of said Court, I was constrained from convictions of duty to agree, cheerfully accord with its resolutions and practically acknowledge the authority of its Syria Mission to occasion and necessitate our separation from the Board.

Having received due notification of this Executive Action June 1861 on payment of salary I did as I still do agree on payment of salary to withdraw all my protests and claims against the treasurer of said Mission - its individual members and A B C F M still in accordance with private and further instructions from the Committee on the subject, and for withdrawal or abandonment of this appropriate claim upon Mr Calhoun in his

personal liabilities, the Court stated that this agreement would be equivalent and practically be in effect.

So to continue the payment of salaries in honor and duty requires from one to another Citizen or Party in a civil Case, in subservience to the laws of God, and of the United States of America, I am obliged to refer a claim upon the treasury of A. B. C. D. E. for the sum of Ninty Thousand six hundred and fifty two dollars and sixty cents to the Prudential Committee. It is simply a claim on account of salaries for fifteen years past including estimate for the year to come with interest at the authorized rates in accordance with instructions which the Mission could in no way set aside from the Committee in past action of June 1861.

Cambridge
March 4. 1873.

Very Truly Yours
W. A. Benton

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston Mass.

My dear Sir,

I am sorry to be obliged in honor and duty to refer to the Prudential Committee Account of Salaries for fifteen Years sent to the Treasurer of A. B. C. F. M. Wednesday Yesterday's date.

I ask the Prudential Committee to make or recognize an advance of $500 on the score of a salary and redeem all the pledges given from the Missionary House, and relieve Plaintiff and his wife from the necessities of a civil case.

I take pleasure in the

official assurance of 1859 that the Mission will of course make provision for our necessities in accordance with the terms of the above resolution October 19. 1859. and of June 1860 and 1861 –

My protests and claims against the treasury of its Syria Mission I was sorry to be obliged to refer to the United States Consulate June 1861 a few days before the action to separate me from the Board. And Mrs Benton as its Missionaries. formerly in connection with its Syria Mission

Shall the case be referred again to the Court or the Board for the sum of $30.642.60 on account proved early in 1868?

Immediate answer is desired

Very truly Yours

W. A. Benton

Cambridge
April 1873 –

"

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston Mass U. S. A.

My dear Sir,

I am obliged to refer for revision or recognition of the Prudential Committee the Account of Salaries Fifteen Years Payment whereof I aver to have been demanded and withheld in a civil case if you please. We ask the sum of $1434,42 already received and expended June 1861; and of two Hundred pounds sterling and five hundred dollars advanced at the Missionary House in Boston July 21. 1869; all which I have gratefully accepted on the score of the same if the Prudential Committee approve

On due recognition or agreement, we hereby declare our readiness for withdrawal or abandonment of all our protests and claims against Mr Calhoun, as treasurer, &c

Without recognition and against the wishes of the Prudential Committee, acknowledgment or receipt of $1474.42 was no payment on account of salaries due June 1861 in the case against Mr Calhoun appearing to deny validity and legality of the account in whole and in part, not only from June 1861, but also from 1859 to 1869. So the Business Committee at Salem October 1871 did review and recognize a claim upon the treasury of A. B. C. F. M. for the sum of $22.181.15 on account of Salaries for ten years past" &c

It matters not whether it

was "on account of salaries for ten years past 1859 to 1869 or 1861 to 1871 in a civil case. It is either "a charge for indebtedness proved against Mr Calhoun as treasurer" or "a claim upon the treasury of Asia Minor".

Instructions did, as they still do, must prove "the charge for indebtedness against Mr Calhoun", as treasurer of the mission named in Executive Action of June 1861:— and judicial action of the Court at Beirut Syria early in 1868.—

At his expressed desire of such action approved by himself, it was necessary and proper for the prosecution to submit the case, etc

Amicable adjustment and friendly arbitration proposed by said Court, being declined by Mr Calhoun as defendant, how is it possible to assume

that "a final settlement was made at the Missionary House, in Boston July 1869" on receipt of $1474.42 on account of Salaries due from 1859 to June 1861? ——

Assumption of "a final settlement" in fact, is no payment for $12.038.16 on demand, with interest, 1868: 1570.89
for that year 1868 december Amount $13,549.05
Salary for another Year 1869: 750.
Interest. do do " $1.794.65
Amount " " $16.093.70
Salary 1870 &c &c, ... 750
$16.843.70
On demand "with interest, compounded at twelve per cent per annum for the whole time" &c &c, on demonstration in a civil Court,

Very respectfully Yours
W. A. Benton

Cambridge
April 1873.

Immediate

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M
Boston Mass. U.S.A.

My Dear Sir,

The Sub-Committee at the Missionary House in Boston July 1869 fully conceded the right of plaintiff to regard the sum of $1474.42 already received from Rev J. H Calhoun as Treasurer of its Syria Mission June 1861 due on account of Salaries, whatever others may say in a civil case.

The Business Committee at Salem October 5. 1871 considered "this (receipt of $1474.42) legally and morally conclusive"; and allowed "a claim upon the Treasury of the Board for the sum of $22.181.15

on account of salaries for ten years past with interest compounded at twelve per cent per annum for the whole time".

After thorough revision I have represented this account of salaries due the October last for the sum of $25.809.20 and October next for the sum of $30.642.60 including estimate of "salary" alone for 1874. If there can be no occasion for further conference in a civil case, we must ask the Court to enforce.

The only checks to restrain unlawful action of a foreign Minister or Agent in such circumstances are civil penalties of interest payable quarterly in advance from commencement of proceedings in all civil cases between parties at trial as citizens of the United States before the U. S. Consular Courts in Turkey.

Immediate recognition

or sanction of these funds already received and expended on account of salaries due since 1861 is desired; and of all that justice and humanity demanded on the score of a salary from that date in a civil case. Of course this account is "a claim upon the treasury of A.B.C.F.M."

Without sanction or recognition of the Prudential Committee "to continue the payment of Mr Benton's salary" on demand from June 1861, with interest the Board appears to have failed in its pledge for our comfortable support in Syria. Action of its agent to deny or withhold must be action of the Board to discontinue "the payment of Mr B's salary" from the summer of 1859 to 1874.

Unless "the treasurer should receive further instructions from the Prudential Committee to continue",

From the Executive Action of June 1861, the only subject in the Case instituted in the necessary Forms for the Prosecution is petition to Enforce.

Instructions from the Committee, and agreement of the parties at trial to submit the Case on its merits to said Court should confine them without further discussion simply to the Petition and the denial thereof. The Statement of the Court was judicial and final for withdrawal or abandonment of this claim upon Mr Calhoun's Agreement, in the terms of the Business Committee, therefore, is "A claim upon the Treasury of A. & B. & S. C.", ——

Respectfully submitted
W. A. Benton

Cambridge
April 10. 1873.

11

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.
Boston Mass. U.S.A.

My Dear Sir,

Whereas in the judgment of the Business Committee our request for leave in writing of A.B.C.F.M. to return and prosecute the Missionary work in Lebanon could not be entertained; and at the same time it should be stated that earnest protest against our return signed by Dr Thomson and others was sent to the Prudential Committee; therefore I am obliged still to aver that payment has been demanded and withheld and cheerfully accord and agree with the action and desire expressed by Mr Calhoun as bearer of its Syria Mission to submit the case on its merits and ask the Court to enforce.

On this agreement I consider that the only checks to restrain his unlawful action are the civil penalties of "interest compounded at twelve per cent per annum for the whole time". Payable quarterly in advance from commencement of proceedings in a civil case.

Whereas the journal of the Court should contain simply the petition and the denial thereof I am obliged to hold therefore that "Charge for indebtedness proved against the defendant as treasurer of its Vynica Mission" - examined ~~xxxxxxx~~, adjudicated and filed on oath in the journal of the Court is, and in simple justice ought to be considered "a claim upon the treasury of A.B.C.D.F." And I am notified that there can be no occasion for further conference.

and obliged to ask the Court to enforce it & must

Shall the Case be referred once more to said Court to enforce or to another annual meeting of the Board to continue the payment of authorized Salary on demand from June 1861?

In the terms of the Report adopted by the Board at Salem October 5. 1871 "the account of Salaries for ten years past with interest" was expressly allowed, as well as the earnest protest signed by Dr Thomson and others.

Review or allow just as you please a communication from us representing "a claim upon the treasury of the Board for the sum of $22.181.15 (or $30,642.50) on account of Salaries for ten (or fifteen) years past with interest."

Rev. Wm. A. Benton.

Cambridge, April 5, 1873

Rec'd April 7th

The accompanying Resolution accordance with private Instructions given in Executive Action of June 1861 on the Subject.

Now it is the earnest united desire of Mrs Benton and myself to make the proper arrangements for our return to prosecute the Missionary work in Mount Lebanon this Spring if we have leave in writing of A. B. C. F. M. Without such leave, it is my intention if the Lord will, to return alone and refer the account of salaries for the sum of $30.642.60 held in the Journal and submitted to the determination of said Court, and ask the Court to enforce of the said will.

Very Truly Yours
W A Benton

Cambridge
April 5. 1873.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
My Dear Sir,

As Missionaries of A. B. C. F. M. formerly in connection with its Syria Mission we cheerfully accepted the Executive order given to Rev S. H. Calhoun June 1860 to continue the payment of Mr Benton's Salary at the rate of $750 per annum &c.

Introduced as evidence in a civil case if you approve the Court judged that this order proved the charge for indebtedness against Mr Calhoun as treasurer of the Mission; and stated that agreement would be equivalent

and practically amount to withdrawal or abandonment of this claim upon the defendant in his personal liabilities.

Agreement of course should be subject to the revision or sanction of the Prudential Committee to constitute a suit against A. B. C. D. E. in Utica. On this agreement made in open Court at the expressed desire of said defendant to submit the case, instituted in the necessary forms for the prosecution of any individual Agent, of course entire concurrence with its mission in opinion is to commence proceedings to enforce in a civil case.

Disagreement to continue is and ought to be regarded necessity to enforce "the payment of Mr Benton's salary" on demand

from June 1861. When if he would "the Treasurer should receive further instructions from the Committee on the subject."

The Sub Committee at the Missionary House in Boston July 1869 fully conceded the right of Plaintiff and his wife to regard as salary the sums already received from said Treasurer in June 1861 whatever others may say. The Business Committee at Salem October 5. 1871 considered this legally and morally conclusive" having allowed "a claim upon the treasury of A B C F M for the sum of $22.181.15 on account of salaries for ten years past, with interest, compounded at twelve per cent per annum for the whole time"

I have revised and represented

the account for the sum of $25.809.20
1872; and for the sum of $30.642.60
this year including Estimate of "salary"
for the year to come

I am sorry to be obliged to hold
or admit if I must that "there
can be no occasion for farther
conference" and "ask the Court.
to enforce"

The only check to restrain unlawful
action in such circumstances, pay-
able quarterly in advance is interest
from commencement of proceedings
in all civil cases before our Consular
Courts in Turkey between parties
at trial as citizens of the United
States —

Respectfully Submitted
W. A. Benton

Cambridge Mass
April 8. 1873.

P.S. We desire immediate sanction
or recognition of "all that justice demands" —

Immediate

L. S. Ward Esquire
Treasurer of A. B. C. F. M.
Boston Mass. U. S. A.

My Dear Sir,

On agreement to submit the case, I am obliged to hold "a claim upon the treasury of A.B.C.F.M. for the sum of" $ 31.642.60 "on account of salaries fifteen years, with interest" etc.

If the Prudential Committee hold us to this agreement; and please to regard as salary the sums already received and expended since 1861: appearance of Geo. S. Calhoun to deny validity and legality of the account in whole and in part must be inadmissible if not even unlawful in open Court of February 26. 1868.

Dr Clark however wrote to approve his action in the case April 10. 1868 – five years ago this date. even if it was unlawful.

And so action of subordinate Agent in Syria must be considered action of A. B. C. F. M: and a claim upon Mr Calhoun is a claim upon the treasury of the Board in a civil case.

In the transaction of July 21. 1869 also Yes, Sir wrote that the Prudential holds us to our agreement etc

Now therefore in vindication of of missionaries rights of Plaintiff I am obliged to present the account charged and proved in the petition to enforce payment or recognition of all that justice demanded in a civil case.

Very truly Yours

W. A. Benton

Cambridge

April 10. 1873.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston Ms. U.S.A.

My Dear Sir.

The failure of the Mission Treasurer advising with his associates to continue the payment of Mr Benton's Salary at the rate of $750 per annum authorized June 1861 was the action and failure of A.B.C.F.M; inasmuch as you approve the action of said Agent in a civil case instituted in the necessary forms for the prosecution early in 1868.

However in accordance with this Executive order in the action of June 1861 in view of $1474.42 already received and expended on account of

Salaries from the Summer of 1859 to that date, due me as a Missionary of A.B.C.F.M. Mr Benton and myself should feel that all our pecuniary claims have been fully met, on the subject pro tanto, whatever others may say.— And it was our duty to ask and our personal right to accept as a gratuity if you agree two Hundred pounds Sterling to be remitted to J. A. Johnson Esquire, H.B. Consul General at Beirut; and five hundred dollars currency on the score of a Salary, payment whereof having been demanded and withheld from July 1859. I ask the Court to Enforce.

The Sub-Committee granted and even suggested the right of plaintiff to feel thus at the Missionary House in Boston July 1869. Hence the Business Committee

at Salem October 5. 1871 reported and the Board accepted the report to consider this legally and morally conclusive. on account of Salaries due me from July 1859 to June 1861.

Now all parties should feel that they are discharging only their own personal obligations that they are performing only their own appropriate duties in this case in accordance with instructions which the Mission Treasurer should receive in the action of June 1861, and comply therewith from that date. Until the treasurer should receive farther instructions.

We certainly think in the Executive action of June 1861 and we aver that Mr Calhoun "should receive farther instructions to continue the payment of

Mr Benton's Salary, ~~the~~ demand.

If authorization imposed no legal or moral obligation upon him as the Agent, "to continue the payment"; neither did it restrain unlawful action to deny validity and legality of the Account, of Salaries in whole and in part from the Summer of 1859 to 1869:— Nor your approval thereof since civil case. But "Consider this (demonstrative receipt of $1474.42) legally and morally conclusive" on account of Salaries due June 1861; and of $500 on the score of what was due July 1869.— And of course A. B. C. & M will redeem all its pledges given in past action — "there can be no occasion for farther conference".

Cambridge
April 12. 1873.

Very truly Yours
W. A. Benton

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston Mass U.S.A.

My dear Sir,

Having once for all submitted Accounts of Salaries Charged and proved in the Petition, I must take Exceptions to the denial

First in part for the sum of $1474.42 Already received and expended June 1861: and

Secondly in whole amount of $16.843.70 On the score of what was due in Accounts of Salaries, and of interest for Another Year. 1870.

January 1.	Amount	$16.843.70
And Interest, that Year.		2,114.02
And Salary for 1871.	—	750
Amount	do	$19,707.72
Interest	do	2,473.48
Amount October 5th		$22,181,20

In this case, reviewed at Salem October 5. 1871 in the Report adopted by the Board. no estimate of salary or interest was included for another year. These estimates at the authorized rates would make up "a claim upon the treasury of the Board for the sum of"

$25,809.20	To October last, And Salary
750.	this year; and interest
3333.40	to October next. Amount
$29,892.60	for the present year. And
750	Salary for 1874 Total Amount

$30,552.60 on account of salaries fifteen years. Payment whereof having been demanded and withheld, I ask the Court to enforce; unless "the treasurer of the Mission should receive further instructions from the Committee on the subject" in a civil case.

Respectfully Submitted

W. A. Benton

Cambridge Mass

Saturday April 12. 1873.

Cambridge Mass
April, 1873.

Treasury A.B.C.F.M.

To W. A. Benton Dr.

1869.	(Salaries &c)	Dollars	cents
July 21.	Amount this date	$16.843,	70
1870	Interest	2114	02
"	Salary for 1871.	750.	
1871.	Amount do	$19.707	72
"	Interest do.	2473.	48
Oct. 5.	Amount do	$22181	20
"	Salary - 1872.	750	
1872.	Amount do	$22931.	20
"	Interest do	2878.	
"	Salary 1873.	750	
1873.	Amount do	$26.559.	20
"	Interest "	3333	40
		29.892.	60.
	Salary - 1874	$750	
1874	Amount do	$30.642.	60
"	Interest &c		

Respectfully submitted
W. A. Benton

L. S. Ward Esquire
Treasurer A.B.C.F.M.
Boston Mass. U.S.A.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston Mass. U. S. A.

Dear Sir,

I am sorry to be obliged to concur in the Vote of the Prudential Committee received June 8. 1872 that "there can be no occasion for farther conference"

Therefore I am obliged to ask the Court to enforce the payment of all that justice demanded in the Case on charge for indebtedness proved against Rev S. H. Calhoun, defendant, as treasurer of its Syria Mission formerly of A. B. C. F. M.

Mr Benton certifies that I have sued the Bond at Beirut

in your opinion. And that I can sue in Boston.

Suit once commenced should suffice to enforce or "continue the payment" of authorized salary on demand from June 1861.

The statement of the Court for withdrawal or abandonment of this claim upon Mr Calhoun was judicial; as the examination of the case was final at Beirut February 1868 – And you say "in the minute of June 1860 no retrospective action was intended" Accordingly I have submitted estimate of "salary at the rate of $750 per annum" for 1874 – and ask leave in writing of the Board to return to Syria immediately for the Missionary work on Lebanon if the Lord will.

Very truly Yours.

W. A. Benton

Cambridge
April 1873.

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston Mass. U. S. A.

Dear Sir,

In view of $1474.42 already received and expended on account of salaries since 1861 due me as Missionary of A. B. C. F. M. formerly in connection with its Syria Mission, Mrs Benton and the plaintiff should feel that all their pecuniary claims have been fully met on the subject to that date, whatever others may say.

If therefore a final settlement was made with them for those sums already received from Rev S. H. Calhoun and expended on account of salaries from July 1839 to June 1861, we agree to have the Committee consider this

legally and morally conclusive pro tanto. Requested to review the case. And express its opinion Early in 1861, the Synod Mission reaffirmed all that the brethren had heretofore written And Mr Calhoun subsequently appeared to deny not only the truth, but also validity and legality of the account in whole and in part from 1859 to 1869 in a civil case.

You wrote to approve his action and desire that the case should be submitted on its merits to the Court on charge for indebtedness proved against him as Treasurer of said Mission. Early in 1868.

For the sum of		$12.038.16
on account of	Salaries. Interest.	1510.89
due October 1868.	And Salary	750.
January 1. 1869.	Amount	14.299 05
" "	Interest -	428 97
" "	Amount -	14728 02

Amount brought up.	$14.728.02
Interest 2nd Quarter	441.84
Amount, do	15.169.86
Interest 3d do.	455.09
Amount July 1869 -	$15.624.95

July 1869

Ve. Ve. "

This Amount is the value of our "Claim upon the Treasury of A.B.C.F.M" presented from the Journal of the Court on Agreement at the desire and responsibility of Mr Calhoun to submit the Case on its merits to said Court.

Presented at Salem October 1871 the Business Committee reviewed and recognized a claim upon the Treasury of the Board for the sum of $22.181.15 on account of Salaries for ten years past with interest etc. and the Board adopted the report, and allowed that there was sent to the Prudential Committee an Earnest protest against our return to Syria

Necessity to agree, and ask the Court to enforce the payment, is evident from denial of the truth, in denial of validity and legality of the account in whole and in part from 1859 to 1869, January 1st Amounting to $14.728.02; and July 1st Amount. $15.624.95; October. 1871. Amount $22.181.15; October 1872 Amount $25.809.20; December 1873. Amount $30.642.60; On agreement to submit the case, with the understanding that the journal of the Court should contain simply the petition and the denial thereof. And I understand that you approved the action of defendant as treasurer of its mission toward plaintiff as citizens of the United States in this case. The only checks are the civil penalties of interest, prosecution &c

Very Respectfully Yours.

W. A. Benton

Cambridge
April. 1873 —

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston. Mass. U. S. A.

My Dear Sir

Having returned to this country at the invitation of the Prudential Committee July 20. 1869, we presented to you the account of salaries charged and proved in the petition against Rev S. H. Calhoun as treasurer of its Syria Mission. We acknowledged the sums already received and expended on account of salaries from July 1869 to June 1861 and gratefully accepted donation advanced at the Missionary House, in Boston July 21. 1869 —

On the strength of the assurance that the Board will redeem —

all their pledges given in the case, for the comfortable support of myself and family in Syria, the parties at trial, I am sure, should be confined as closely as may be to the averment and the denial which shall not be altered after filing except on leave granted in open court.

Obliged or required to agree, in our separation from the Board as its missionaries June 1861 in accordance with private and further instructions from the Prudential Committee we should fail in the sum of $1434.42 already received from Mr Calhoun, and expended June 1861, that all our pecuniary claims have been fully met on the subject to that date.

Denial of the truth, validity and legality of the account

in Whole and in Part. Put in the necessary form to institute, and agree to submit the case, necessitated the Statement of the Court for Withdrawal or abandonment of this claim upon the Agent in his personal liabilities. Inasmuch as it is, and ought to be regarded "a claim upon the treasury of A. B. & Co. Ill" –

So it was indicated in the report adopted by the Board at Salem Thursday Afternoon Oct 5. 1871 for the sum of $22. 181. 15 on account of salaries for ten years past with interest," etc

Revised and re presented for another year's salary with interest at the legal rate, we have received notice June 8. 1872 that there can be no occasion for further Conference in the case.

This representation, and vote of course involved "a claim upon the treasury of the Board for the sum of $25.809.70 on account of salaries on demand October last. This vote necessitated postponement of all expectation for amicable adjustment and friendly or judicial arbitration from farther conference in 1872, on the subject of "a claim upon the treasury of A. B. C. F. M."

Now therefore on agreement to submit the case on its merits for consular adjudication at Beirut Syria we have to represent a claim upon the treasury of A. B. C. F. M. for the sum of $30.642.60 on demand with interest from next October including estimate of salary at the authorized rate for 1874.

Cambridge. Very truly yours
April 18. 1873. W. A. Benton

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston Ms. U. S. A.

My dear Sir,

In view of our agreement to submit the case on its merits, — the Court stated that this agreement would be equivalent and practically amount to withdrawal or abandonment of the claim upon Rev S. H Calhoun in his personal liabilities. I have regarded this judicial statement as necessary and proper arbitration if you approve and the Prudential Committee concur to commence proceedings in a civil case in said Court.

Quoting from Dr Anderson's letter to him of September 21. 1867,

Mr Calhoun wrote me November 1861 that he "was authorized to continue the payment of Mr Benton's salary" &c and that "the Prudential Committee do not at all recognize Mr Benton's claims." We cheerfully accepted the order on him given in Executive Action of June 1861. And this quotation seemed to confirm farther instructions from the Committee to him as treasurer of its Syria Mission on the subject — from date thereof.

But without recognition of the Prudential Committee. Mr Calhoun advising with his associates in Syria was indisposed to recognize the claims of a missionary separated from the Board; and his personal obligation to accord with the Executive Order of June 1861

Again in the spring of 1863. Mr Calhoun wrote me that

"the Prudential Committee approve his action in refusing to pay my additional Mileage". And the Secretary was instructed by Committee to say "The construction you have put upon Dr Anderson's note in your letter to Mr Benton of December 4. 1862 accords entirely with their own view of the case. The claim which he makes is inadmissible".

Also we received notice from the Secretary of the Lebanon School Committee in Scotland December 1862 that A. B. C. F. M. "hold that our connection with them is still unbroken and remonstrate against our connecting with another society."

On appeal from the action of Mr Calhoun, Dr Anderson wrote March 7. 1865: "Your brother asks the Prudential Committee to make

an advance of $500 on the score of a salary" &c

So the Sub-Committee July 21. 1869 advanced the sum of $500 (granted on the score of a salary if you please) and promised that the Board will redeem all their pledges given in the case.

Therefore Agreement of the parties at trial to submit the case on its merits is judicial arbitration to withdraw or abandon the claim upon Mr Calhoun; and to commence suit to enforce the payment of a claim upon the treasury of U.S.

Immediate recognition of this claim is earnestly desired in advance of $500 on the score of $30.642.60, payment whereof having been demanded and withheld I ask the Court to enforce from October next, if you please.

Cambridge Mass. April 18 1873.

Very truly Yours
W. A. Benton

Rev. W. A. Benton

A. B. C. F. M.

Cambridge Apr. 23, 1873.

Rec'd Apr. 24.

On demonstration of the charge for indebtedness of $12.038.16 (Twelve thousand and thirty eight 16/100 dollars) in the petition against Rev S. H. Calhoun, as Treasurer of the Mission in Open Court of the United States Consulate General at Beirut Syria February 1868;

Whereas Mr Calhoun expressed his desire that the case should be submitted on its merits to said Court without introduction of irrelevant matter; And

Whereas the plaintiff yielded to this suggestion, and requested the Court to secure the payment of all that justice demanded and grant the desire of said Agent of A. B. C. F. M. in Syria

The Court having fixed

the legal terms stated the judicial effect of this agreement for withdrawal or abandonment of the claim upon Mr Calhoun in his personal liabilities. The decision was in favor of said defendant, and the plaintiff was condemned in costs.

Held in the journal of said Court, as in a note payable on demand, having returned to this country at the invitation of the Prudential Committee July 1869, plaintiff presented the account against said Treasurer, charged and proved in the petition on agreement to submit the case, and requested the Prudential Committee to make an advance of $500 on the score of a salary, etc, the Committee granted it.

It was necessary and proper

to concede and feel, as we did in view of $1474.42 already received from Mr Calhoun June 1861 and expended on account of salaries that all our pecuniary claims have been fully met on the subject to that date, And the paper presented by the Committee, as Missionaries formerly in connection with its Syria Mission, we signed without hesitation or objection, subject of course to revision or sanction of the Prudential Committee. —

Difference of construction or interpretation of this paper and of other official documents can in no way alter agreement of the parties at trial, nor judicial statement of the issue, in a civil case.

The Report of the Business Committee adopted by the Board at its last annual

meeting in Salem October 5, 1871
admitted the presentation of
"a claim upon the Treasury
of the Board for the sum of
$22.181.15 on account of Salaries
for ten Years past, with interest" Etc
Now therefore if "there can be
no occasion for further conference"
a claim upon the Treasury of the
Board for the sum of $30.642.60
on account of Salaries fifteen
Years from the Summer of 1859
must be held in the Journal
of said Court, payment whereof
having been demanded and
withheld. I must ask
the Court to enforce.

William A. Benton

Cambridge Mass.
Wednesday A.M.
April 23. 1873.

Immediate

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.
Boston Mass. U.S.A.

Dear Sir

I have sent you from yesterday's date a final statement of our large claim upon the treasury of A. B. C. F. M. for fifteen years salary on demand from October next. Eighth days ago I wrote Mr Stoddard late chairman of the Prudential Committee on the same subject.

It is final statement of what the account is? whence? when? where? why? etc - All these questions, and other considerations I can refer. In agreement to "the Prudential Committee not knowing what more they can do for our comfortable support in Syria" &c

If you concur fully with the

defendant, advising with his associates in Syria, no denial of validity and legality of the account in whole and in part, agreement to submit the case must involve right of residence and of support for the missionary work in Lebanon even if you conclude that our connection with the Board ought to be and is accordingly dissolved June 1861 —

Now if we can have no claim to salaries already received June 1861 and expended in accordance with private and farther instructions from the Prudential Committee of that date of course I must think that there can be no occasion for farther conference, to no purpose,

Very truly yours
W. A. Benton

Cambridge
April 24. 1873.

Rev. W. A. Benton

Cambridge Apr. 24. '73

Rec'd Apr. 25.

W

Cambridge Mass
May 10. 1873.

Messrs Clark & Ward,
Executive Officers
A. B. C. F. M.,

Instituted in the necessary forms for the prosecution of Rev S. H. Calhoun, treasurer of its Syria Mission, on demonstration of the charge for indebtedness in the petition, defendant expressed his desire, and plaintiff consented to agree that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut to enforce.

Having fixed the terms the Court stated the judicial effect of this agreement to withdraw and transfer this claim from its authorized agent to the executive administration

of A. B. C. F. M. in Syria.

Presented and reviewed at Salem October 5. 1871 for "the sum of $22.181.15 on account of salaries for ten years past, with interest &c. Mr. Greene revised and presented "a claim upon the treasury of the Board" for the past, present and next year with estimate of salary alone for 1874 in accordance with private and farther instructions from the Prudential Committee given June 1861.

Separated from the Syria mission June 8. 1859 and from A. B. C. F. M. June 1861 in executive action to separate, we cheerfully received a positive order to continue the payment of my salary; and feel ready to agree "all has been done that justice demanded for our comfortable

Support in Syria, introduced as evidence in support of the alleged claim, the Court decided that this order proves the charge for indebtedness against Mr Calhoun as treasurer of the Mission.

Inasmuch as there can be no occasion for farther conference without the sanction and against the wishes of the Prudential Committee, constrained to admit inadaptedness of plaintiff for membership in a self-governing Mission whose treasurer advising with his associates would not pay authorized salary on demand. it was and still is necessary and proper to aver that payment has been demanded and withheld, and ask the Court to enforce.

Denial of validity and legality of the account in whole and in part

from July 1859 in a civil case
Mr Calhoun appeared to file
on oath, however untrue
The only checks to action so
unlawful, and denial so anomalous
in the case are the civil penalties
of interest compounded at twelve
per cent per annum for the
whole time, payable quarterly
in advance from January 1868,
if the Committee consider this
legally and morally conclusive
to separate Plaintiff and his
wife from A.B.C.F.M. and its
Missionaries in Syria from
June 1861 —

William A. Benton

L. S. Ward Esquire "
Treasurer A.B.C.F.M.
"

For the Prudential Committee

A. B. C. F. M.

On demonstration of the Charge for indebtedness against Rev. J. A. Calhoun, as treasurer of its Syria Mission, it seems to have been necessary and proper to agree at his expressed desire that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria, to enforce.

Having fixed the conditions the Court stated the judicial effect of this agreement for a transfer of the account from its authorized agent to the executive administration of A. B. C. F. M. in Syria.

The Business Committee at Salem October 5. 1871 allowed and repeated the presentation of "A claim upon the treasury

of the Board for the sum of
$22.181.15 on account of salaries
for ten years past, with interest, &c,
and the Board adopted this report.

Revised and resented for
the sum of $25.809.20. We received
notice June 8.1872 that "Laid once
more before the Prudential Committee
after some consideration it was voted
that there can be no occasion for
farther conference". In that revision
no estimate was presented at the authorized
rates for this year.

Now I have represented once
more, and urged recognition of a
claim upon the treasury of the
Board for the sum of $30.642.50
on account of salaries for fifteen years
payment whereof having been
demanded and withheld I
must ask the Court to enforce
at Beirut, Syria,

Separation from A.B.C.F.M in Syria June 1861 was Executive and necessary on the strength of the Order given in private and further instructions from the Prudential Committee. Introduced as evidence in support of the alleged claim. The Court once for all decided that this Order proves the charge for indebtedness against Mr Calhoun as treasurer of the Mission.

Obliged to aver the fact that said treasurer, advising with his associates would not pay me authorized salary on demand June 1861 in Syria, we must think that the parties at trial should be confined as closely as may be to the necessary facts for the prosecution to enforce the payment of all that justice demanded in a civil case. This obligation,

of course was necessary to commence proceedings in suit against the defendant as Agent of the Board in Syria.

Plaintiff must have the right of a Missionary to regard as salary the sums already received from said treasury since 1861; and feel that all his pecuniary claims have been fully met on the subject from 1859 to that date, and the Board can "consider this legally and morally conclusive" so far; and on payment of salary, separate the plaintiff and his wife from the Board as its Missionaries in accordance with the Executive Action of June 1861.

Respectfully Submitted
W. A. Benton
"

Cambridge
May 10. 1873.
"

Whereas Rev S. A Calhoun, Treasurer of its Syria Mission, privately instructed to continue the payment of Mr Benton's Salary June 1860 thought that it was simpler and plainer to refuse further instructions from the Prudential Committee June 1861 on the same subject; and expressed his desire that the case should be submitted in the necessary forms for the prosecution to enforce the payment of all that justice demanded in Open Court of the United States Consulate General at Beirut Syria — February 27. 1868;

Whereas the Court stated the judicial effect of this agreement would be equivalent and practically amount to withdrawal and abandonment of this claim upon him in his personal liabilities and decided in favor of Mr Calhoun; and the plaintiff was condemned in costs;

Whereas the Business Committee at its last annual meeting in Salem Mass October 1871 reviewed and allowed our presentation of a claim upon the Treasury of A.B.C.F.M. for the sum of $22.181.15 on account of salaries for ten years past, with interest compounded at twelve per cent per annum for the whole time; And

Whereas having been "laid once more before the Prudential Committee after some consideration it was voted that there can be no occasion for further conference, as intimated to me June 8. 1872;-

Now therefore I have the honor and duty to represent and hold on charge for indebtedness moved against Mr Calhoun as treasurer of said Mission a claim upon the treasury of that Board for the sum of $30.642.60 on account of salaries

Rev. W. A. Benton. May 1873

payment thereof having been demanded and withheld since July 1859. I ask the Court to enforce.

In support of the alleged claim, invited to produce evidence, I had the honor and pleasure in open Court to introduce this Executive order from an Indential Committee of June 1861 "to continue the payment of Mr Benton's Salary at the rate of $350 per annum" etc. The Court declared that this order proved the charge for indebtedness against him as Treasurer of the Mission - Examination was at once preliminary and final to prove the account charged in the petition, and determine the necessary forms for the prosecution, denial of the petition was inconsistent with the expressed desire of the defendant that the case should be submitted on its merits to said Court without introduction of irrelevant matter; however approved by the Executive administration in a civil case.

I am sorry to be obliged still to aver that payment has been demanded and withheld and that Dr Clark thought and wrote me last year that he "can have no claim for salary on the Executive order of June 1860, and 1861" - On this construction, or opinion, the Committee must review our right to regard as salary the sum of $1474.42 already received June 1861 whatever others may say; and in view of this sum to feel that all our pecuniary claims have been fully met on the subject to that date

Rev N. G. Clark D.D.
Foreign Sec A. B. C. F. M.
Boston, Mass. U.S.A.

W. A. Benton
Cambridge Mass
May 1873.

Whereas the Prudential Committee not knowing what more they can do for our support concluded that our connection with A. B. C. F. M. ought to be, and is accordingly dissolved June 1861:

Whereas having received due notice of our separation we cheerfully acceded with further instructions June 1861 given Mr Calhoun and myself "to continue the payment of Mr Benton's salary at the rate of $750 per annum";

Whereas in view of $1474.42 already received from said Treasurer as missionaries of A. B. C. F. M. we should feel that all our pecuniary claims have been fully met on the subject from July 1859 to that date;

Whereas it was proposed for agreement on payment of salary to withdraw all our protests and claims against the Treasurer of the Mission its individual members, and A. B. C. F. M. in accordance with his private instructions; and at his expressed desire submit the case on its merits to the court of the United States Consulate General at Beirut Syria;

Whereas the Court having fixed the terms stated the Effect of this agreement for withdrawal and abandonment of this claim upon Mr Calhoun decided in favor of the defendant; and plaintiff was condemned in costs, Early in 1868:—

Whereas it was sufficient to show this Executive Order in farther instructions, and was not incumbent upon the prosecution to show that instructions from the Prudential Committee should bind the action of its subordinate Agent in Syria

Whereas it was the peculiarity of this order to authorize and pledge "the payment of Mr Benton's Salary at the rate of $750 per annum", and "make an advance of $500 on the score of a Salary"; and no retrospective action was intended in the minute of June 1860;

Whereas in Executive Action for separation all has been done that justice and humanity demanded to secure the payment in advance of $500 on the score of what may be found due him as a missionary of A. B. C. F. M. formerly in connection with its Syria Mission:

Whereas in the report adopted by the Board at its last annual meeting

in Salem October 5. 1871 the account charged and proved in the petition against Mr Calhoun, as treasurer of its Syria Mission was considered "a claim upon upon the Treasury of the Board for the sum of $22.181.15 on account of Salaries for ten years past, with interest, compounded at the legal rate in Syria;

Whereas revised and resubmitted for the past year, and laid once more before the Prudential Committee, after some consideration" I was told June 8. 1872 "it was voted that there can be no occasion for farther conference"; And

Whereas it is assumed or pretended that we can have no claim for salary on this order given in the action of June 1861 and our averment is necessary proper, and true that payment has been demanded and withheld; —

Now therefore, in view of these facts, and various other considerations, I. W. A. Benton Citizen of the United States represent that A. B. & Co is indebted to me $30.642.60 on account of salaries proved against the treasurer of its Syria Mission, and ask the Prudential Committee if it may please the Board to redeem all

the pledges given first on announcement of a sufficient reason for dissolving our connection with A. B. Shill in Lepia, October 19. 1859; and secondly in the Executive order and action of June 1861.

The only checks to restrain unlawful action of Mr Calhoun and his associates in Lepia we think are the civil penalties of interest payable quarterly in advance from commencement of proceedings, or from necessities to commence in a civil case against either the Board or its authorized agents in Lepia to enforce from January 1868. –

Respectfully Submitted
William A. Buckler
"

Cambridge Mass.
May 26. 1873.
"

the pledges given first on announcement of a sufficient reason for dissolving our connection with A. D. Shill in Lepia, October 19. 1859; and secondly in the executive order and action of June 1861.

The only checks to restrain unlawful action of Mr Calhoun and his associates in Lepia we think are the civil penalties of interest payable quarterly in advance from commencement of proceedings, or from necessities to commence in a civil case against either the Board or its authorized agents in Lepia to enforce from January 1868. –

Respectfully submitted
William A. Buckler
"

Cambridge Mass.
May 26. 1873.
"

Treasury of
A. B. C. F. M.

Cambridge
May 1873.

1871.

To William A. Benton, Dr.
(Salary & Interest)

			Dollars.	Cts.
October 5.	To account reviewed this date		22,181.	15
	" Salary for 1872.		750	
1872	" Amount " do.		22,931	15
January 1	" Interest " do.		2878.	05
	" Salary " 1873.		750.	
1873.	" Amount " do.		26,559	20
January	" Interest " do.		3,333.	40
	" Salary " 1874.		750.	
	" Amount " do		30,642	60

Contra

By Cash received June 1861	1474.	42
" do do July 21. 1869.		
" Balance due,		

Respectfully submitted,
William A. Benton.

L. S. Ward.
Treasurer A. B. C. F. M.

Cambridge Wednesday
June 4. 1873.

Rev N. G. Clark. &c.
Foreign Secretary A. B. C. F. M.
My dear Sir.

I have the honor and pleasure herewith to enclose copy of revised note to Mr Ward of this date on the subject and account of salaries payment whereof I aver to have been demanded and withheld from the summer of 1859. And you say that we "can have no claim on the order given June 1861 for salary" this assumption must be proved or disapproved by A. B. C. F. M. if you do not retractate nor "consider this receipt of $1434.62 on account of salaries July 1859 to June 1861 legally and morally conclusive".

Now "consider this legally and morally conclusive" on

account of salaries for 23 months
5 in 1859. 12. in 1860 and 6 in 1861 on
the subject of agreement at the
Missionary House in Boston July 21
1869; and "a final settlement
with them" if you please. The
Committee consider this "so, whatever
you may think, and say.

Therefore the Board in adoption
of the report at Salem October 1871
debar your assumption on
the strength of the papers so
carefully drawn by the Committee
and signed pro tanto July 1869.
And the Board virtually allowed
and considered this legally and
morally conclusive for the
sum of $1474.42 on account
of salaries due me then and there
Even if we conclude as Missionaries
Mission and Board that our
"connection with the Board ought

to be and is accordingly dis
solved June 1861. On a sufficient
reason announced from October 1859.
Obliged to acquiesce in Executive
Action to separate, it was necessary
and sufficient at least to require
Mr Calhoun to continue the payment
of my salary voted in appropriations
of 1859 and Estimates of 1860 as well
as private and further instructions of
June 1861 Instructions, regarded
as an Executive order, proved
the charge for indebtedness
against Mr Calhoun as Treasurer
of the Mission in a civil and
preliminary Examination
of the Case February 1868.

Therefore interest payable
quarterly in advance January
1868, for that year exceeded
the sums paid for charities
1859 to 1861 as Mr Calhoun

alleged in open Court, denying validity and legality of the Account from July 1859. If the Committee consider our Acknowledgement rightly understood, legally and morally, conclusive on account of salaries pro tanto from July 1859 to 1861 of what consideration is your word that we "can have no claim for salary" after our separation from the Mission June 8. 1859?

That Mr Calhoun paid me $100 salary from June 8. to July 31 1859, and was instructed to continue the payment June 14. 1860 and June 29. 1861 I think no man of truth can or will deny.— Illy the name of Christ. I ask payment of all that justice demands on the subject

Very truly Yours

W. A. Benton

(Copy)

Confidential

L. S. Ward Esquire
Treasurer A.B.C.F.M.
My Dear Sir,

I have the honor and duty herewith to refer enclosed memorial and account of "a claim against the treasury of A.B.C.F.M. for the sum of $30,642.60 to revision and recognition of the Prudential Committee.

Revision is necessary for the agreement to regard as salary the sum of $1474.42 already received and expended in the account against Rev. S. H. Calhoun, Treasurer of the Mission, charged in the petition from July 1859 to June 1861.

Reference of all protests and claims against the Treasurer of the Mission, etc. to the United States Consulate at Beirut Syria June 1861 was remonstrance against unlawful

in neglecting refusing withholding and denying to continue the payment of authorized salary and other allowances voted by Mission, and granted as well as authorized by the Committee.

Carcide right to deny the truth of the account, and withhold payment of salary examined, proved and submitted in the necessary form for the prosecution, and for countenance repudiation of acknowledged "claim upon the treasury of A. B. C. D." in Syria and; and necessitate occasion to commence suit against the defendant as treasurer of the Mission. on agreement to submit the case

If Mr Calhoun would not comply with private and further instructions to continue the payment it was necessary and proper to aver that payment had been demanded and withheld; and accord

with its resolutions and practically acknowledge its authority and the expressed desire of its authorized Treasurer to submit the case on its merits after demonstration of the account charged in the petition.

We lament these necessities, and urge necessary forms for the prosecution in the case, with the understanding that the journal of the Court should contain simply the petition and the denial thereof, to enforce the payment of all that justice demanded fifteen years, on account of salaries, from July 1859 to December next, including estimate of $750 salary, for another year at the authorized rate,

Very Truly Yours.
W. A. Benton

Cambridge
June 1873.

Rev N. G. Clark. D.D.

Dear Sir,

Your note to me of this date last year alleges that I misapprehend the case.

Instituted, submitted and filed in the Journal of the Consular Court at Beirut Syria. this allegation is not proved in a civil case if we must prosecute "a claim upon the treasury of A.B.C.F.M." —

Received June 8. 1872 I am obliged to agree with the vote of the Prudential Committee that there can be no occasion for further conference, without the sanction, and against the wishes of the Executive administration of A.B.C.F.M.

Because "the Committee consider this (Receipt of $1474.42 on account of Salaries from July 1859 to June 1861) legally and morally conclusive".

This (acknowledgment) demonstrates the right of plaintiff and his wife to regard as salary those sums already received from 1861) whatever others may say; and concede that "a final settlement was made with them at the Missionary House in Boston July 21. 1869" pro tanto.

But alas! Receipt or acknowledgment of those sums paid for charities expressed no payment of salaries in the account from July 1859. to July 1869.

Denial of the defendant.
Opinion of its Synod Mission.
Concurrence of the Committee.
Conclusiveness of this consideration,
and report adopted by the Board

at Salem October 5. 1871, can in no way subvert agreement of the parties to submit the case on its merits: nor alter the necessary forms for the prosecution of a claim upon the treasury of A.B.C.F.M in Syria, on agreement to submit the case.

Whatever misapprehension you please to allege against me can be no more than denial of validity and legality of the account charged and proved in the petition against Rev S. H. Calhoun, as treasurer of its Syria mission. On payment of salary, I may find occasion to agree for withdrawal and abandonment of this claim upon Mr Calhoun given June 1861 in accordance with his private instructions of June 1860.

And from June 1861 I have protested whatever hinders, or

delays the payment of authorized salary, and other allowances voted by the Syria Mission for 1859 and 1860, as a missionary of A.B.C.F.M.

In legal and moral conclusiveness of $1474.42 already received on account of salaries June 1861 we can cheerfully acquiesce if you please. On agreement in this account from July 1859 to June 1861 for the twenty-eight part of "a claim when the treasury" is at light in entire concurrence with the Mission, its opinion to conclude that our connection with A.B.C.F.M. ought to be and is accordingly dissolved June 1861.?

Immediate leave in writing of the Board for the prosecution of our proper missionary work in Syria is contemplated in the petition.

Very truly yours
W. A. Benton

Cambridge
June 7. 1873

Rev N. G. Clark D.D. Foreign Secretary
L. S. Ward Esquire Treasurer A.B.C.F.M

Gentlemen of The Committee,

The undersigned, and his wife of Bhamdun Mount Lebanon Syria did must, and will of course admit his inadaptedness for membership in its Syria Mission whose treasurer "was privately instructed" June 1860 and "should receive farther instructions" from Dr. Anderson's letter of June 1861 "to continue the payment of Mr Benton's Salary at the rate of $750 per annum" etc

On this subject I am advised that "no retrospective action was intended in the Minute of June 1860; and that the word "salary" was incautiously used." Whatever others please to think or say, however, in accordance with instructions from the Committee. Your Committee at the Missionary House in Boston suggested the right to regard as salary $1474.42 already received from Rev S. H Calhoun Treasurer of said Mission; and granted donations asked July 21. 1869.

In past action by the Committee, and by the Board at Salem October 5. 1871 it may be right to "consider this legally and morally conclusive" and agree that "a final settlement was made with them" on account of salaries from July 1859 to June 1861 if you please. Denial of the truth, validity, and legality of the account in whole and in part from 1859 to 1869; or from 1861 to 1871; must be inconclusive if we regard as salary those funds already received from Mr Calhoun since 1861, and "feel that all our pecuniary claims have been fully met" on the subject for a limited time. 1859 to 1861. And from 1861 to 1871 we could yield to his suggestion that the case should be submitted on its merits to the Consul of the United States Consulate General at Beirut Syria to enforce.

But Mr Calhoun and his associates, in denial of the validity and legality of the account of salaries from the summer of 1859 combined unlawfully to withhold, rather than comply with official instructions to continue the payment of authorized salary on demand. Approve this action and behold the hire of the laborers who have

reaped down your fields which is of you kept back by fraud cried, and the cries of them who have reaped are entered into the ears of the Lord of Sabaoth. And we ought to lay down our lives for the brethren. But whoso hath this world's goods, and seeth his brother have need and shutteth up his bowels of compassion from him, how dwelleth the love of God in him".

Obliged to aver therefore that payment has been demanded and withheld and agree to submit the case on its merits, at the expressed desire of your authorized Agent, to the Court, amicable adjustment and friendly arbitration, proposed by the Court being declined by defendant, as treasurer of the Mission; I was glad to have the Court state that this agreement would be equivalent, and practically amount to withdrawal and abandonment of this claim against him in his personal liabilities. Without further discussion, without occasion for farther conference with the understanding that the journal of the Court should contain simply the petition and the denial thereof. This statement of the Court is judicial.

In past action by the Committee, and by the Board at Salem October 5. 1871 it may be right to "consider this legally and morally conclusive" and agree that "a final settlement was made with them" on account of salaries from July 1859 to June 1861 if you please. Denial of the truth, validity, and legality of the account in whole and in part from 1859 to 1869; or from 1861 to 1871; must be inconclusive if we regard as salary those funds already received from Mr Calhoun since 1861, and "feel that all our pecuniary claims have been fully met" on the subject for a limited time. 1859 to 1861. And from 1861 to 1871 we could yield to his suggestion that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria to enforce.

But Mr Calhoun and his associates, in denial of the validity and legality of the account of salaries from the summer of 1859 combined unlawfully to withhold, rather than comply with official instructions to continue the payment of authorized salary on demand. Approve this action and behold the hire of the laborers who have

reaped down your fields which is of you kept back by fraud cieth, and the cries of them who have reaped are entered into the ears of the Lord of Sabaoth. And we ought to lay down our lives for the brethren. But whoso hath this world's goods, and seeth his brother have need and shutteth up his bowels of compassion from him, how dwelleth the love of God in him".

Obliged to aver therefore that payment has been demanded and withheld and agree to submit the case on its merits, at the expressed desire of your authorized Agent, to the Court, amicable adjustment and friendly arbitration proposed by the Court being declined by defendant, as reason of the mission; I was glad to have the Court state that this agreement would be equivalent, and practically amount to withdrawal and abandonment of this claim against him in his personal liabilities. Without further discussion, without occasion for farther conference with the understanding that the journal of the Court should contain simply the petition and the denial thereof. This statement of the Court is judicial

Instructions prove & the charge for indebtedness against Mr Calhoun as treasurer of the Mission, and in personal liabilities of its Agent indicated "a claim upon the treasury of Th. B Wolcott for the sum of ($30.642.60) on account of salaries" from July 1859 already met in $1434.42 to June 1861, and on demand from June 1861 to the present year including estimate at the rate of $750 per annum for 1874.

Privately instructed the treasurer should receive further instructions from the Committee to continue the payment of salaries authorized June 1861 for the residue of my life in spirit of the last will. And I am sorry to be obliged to submit the case on its merits for judicial arbitration and ask the Court to enforce the payment of all that justice demanded in a civil case, and "let us go again and visit our brethren in every city where we have preached the word of the Lord, and see how they do".

Desiring immediate leave in writing of the Board to return for the missionary work in Lebanon I remain,

Very truly Yours

W. A. Benton

Cambridge

June 1873.

Treasury of
A. B. & S. M. To W. A. Benton Dr.

1871	(Salary and interest)	Dollars	cts	Dollars	cts
October 5	To account of Salaries this date	22.181.	15	22.181.	15
	" Salary for 1872.	750.			
1872	" Amount " do			22.931.	15
	" Interest " do	2878.	05		
	" Salary " 1873.	750.			
1873	" Amount " do.			26,559	20
"	" Interest " do	3.333	40.		
	" Salary " 1874	750			
1874	Amount " do			30.642	60

Respectfully submitted
W. A. Benton

L. S. Ward Esquire
Treasurer A. B. & S. M.
June 1873.

I have the Honor herewith to submit -

Revised Account October 1871	22.931.	15	22931.	15
(Cash Received)	(2806	05)	2878	05
Balance for 1872.	20.125.	10	750	
Account October 1872	26559	20		
Interest for this Year	3333	40		
Salary for 1874	750			
Amount - do -			30642.	60

Private and Confidential

Hon A. Hardy
Boston, Mass.

My Dear Sir

I am anxious to have the Prudential Committee do what is right and necessary in the case against Revd. H Calhoun as treasurer of the Mission, held in the Journal of the United States Consular Court at Beirut Syria on the subject of our large "claim upon the treasury of A.B.C.F.M."

If there can be no occasion for further conference, please let him or the Board agree "to continue the payment of my salary" pledged in the instructions given June 1861; in sums already received from Mr Calhoun at that date, and in corporate action of October 5, 1871. —

Confined simply to the petition and the denial thereof from commencement of proceedings or necessity to commence in a civil case, interest is payable at the legal rate. But Mr Calhoun privately instructed to continue the payment. Could have no authority to withhold, or to deny validity and legality of the account of salaries from the commencement of 1859. and from June 1861 to October 1871

Proper and necessary action of the Committee will once for all bring to an end necessity for the prosecution to enforce "a claim upon the treasury of U. S. &c" — Immediate answer is desired

Very truly Yours

W. A. Benton

"

"

South Bridge Mass
June 14th 1873.

L. S. Ward Esquire
Treasurer A. B. C. & F. M.
My Dear Sir,

There can be no occasion for further conference without agreement to refund as salary the sum of $1474.42 already received June 1861, and expended on account thereof. After what has passed, the Committee gave me no credit on the matter of the petition.

Concurring fully with the Mission in its opinion that we ought no longer to remain there as missionaries of A. B. C. F. M. however reluctant, the Committee concluded that our connection with the Board ought to be, and is accordingly dissolved June 1861.

If the action of the Committee was right and expedient to release me from the old tangle, and "an end of the matter", of course Mr Calhoun did what he and his associates thought was best in payment of the sums already received on account of salaries -

But denial of validity and legality of the account for so much opens the license to earnest protest against comfutable subsist from 1861 to 1871 and against liberty, honor and duty required towards an Evangelist to Syria from the authorized Agent of A.B.C.F.M. in the order given June 1860 and inaugurated in Separation June 1861 —

"End of the matter" in the petition held in the Journal of the Consular Court is nothing

More or less than "to continue
the payment of authorized salary
on demand" with interest in
accordance with the Executive
order and usage of A.B.C.F.M.
I claim of course to have acted
harmoniously with Mr Calhoun
to submit the case on its merits
this held with the understanding
that this order proves the charge
for indebtedness against Mr Calhoun
as treasurer of the mission -

Fraternal business in the
foreign missions of the Board is
usually done for past, present,
and coming years, in expenditures
appropriations, and estimates etc,

Instructions given in 1861
and 1860 authorized payment
of salaries from date thereof.

Invited to present estimates
for 1860 by the finance committee

payment of salary was implied in Estimates for Bhamdun Station voted by the Mission, as usual. This payment was due me in 1860 when I received only $200, under instructions to continue at the rate of $750 per annum. And $700 paid for Charities in 1861. Of course I have the right to regard as salary as suggested by the sub-committee July 1869:

"Denial of validity and legality is no proof against the truth of the account from 1859 to 1869," on demand, with interest. It ought to be stricken from Action approved by the Foreign Secretary who responds to me that he can "have nothing to do in the case". Allow me to ask. "Have you nothing to do in the case"?

Cambridge
June 10. 1873.

Very truly Yours
W. A. Benton

For the Prudential Committee.

Rev N. G. Clark D.D.

My dear Sir,

With the understanding that the Journal of the Court should only contain the petition and the denial thereof, we must agree that the Parties at trial should be confined as closely as may be to the averments and denials of the Statement and answer which shall not be altered after filing except on leave granted in open Court. And Principals are responsible or liable for the action of their Agents in a civil case.

Now I have notice from the Prudential Committee received June 8. 1872 in view of past action by the Committee, and by the Board at its last annual meeting how it was voted that there can be no occasion for farther conference in the case. The claim is on account of salaries charged and proved in the petition for the sum of $25.809.20 with interest on demand October last; and Estimate of salary at the rate of $750 per annum for another year.

Necessity for aqueement to be confined as closely as may be to the necessary forms for the prosecution of "A claim upon the treasury of A. B & S. M" is evident as obligation to receive notice of this vote if our "connection with the Board ought to be, and is accordingly dissolved" in Syria June 1861

Now the fact is evident as a mathematical demonstration or arithmetical problem that this account charged and proved in the petition to which plaintiff is confined can never be disproved by mere denial thereof. In the language of the report adopted by the Board at Salem it is "A claim upon the treasury of A. B & S. M on account of salaries for ten years past", etc; payment whereof has been demanded and withheld from the commencement of 1859 in a civil case of your please. Denial of validity and legality of the account in whole or in part; or alleged misapprehension of the case is no proof against the truth of a claim upon the treasury of the Board for the whole or the part thereof as you will see.

Without evidence in support of denials I cannot protest against leave and liberty in

writing of the Board to return to Syria I think is absurd as denial of the truth proved in open Court. It is protest against liberty and absurd as action to deny right of petition or of agreement to separate or be separated, ourselves from the Board in Syria, as its Missionaries, on a sufficient reason. Not therefore separate from its Syria Mission having revised the account charged and proved in the petition against Rev S. H Calhoun as treasurer of said Mission we represent that A. B. C. F. M. is indebted on the score of $30.642.60 in account of salaries on demand June 1861 according to copies of account sent you, and the treasurer of the Board; and to the understanding and agreement that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut, Syria, and we cheerfully acknowledge the sums already received from Mr Calhoun June 1861; and from the Committee July 21. 1869 to the extent of $2,806.05 on the score of this large claim upon the treasury of A. B. C. F. M.

Respectfully submitted

W. A. Benton

Cambridge
June 10. 1873.

P.S. Please say "You have done nothing to do in the case."

Bruton

Rolland Conn
August 18. 1873.

My Dear Sir,

In view of past action by the Committee, and by the Board at Salem Thursday afternoon October 5 1871 in the case of the undersigned I. W. A. Benton of Bhamdun Mount Lebanon Syria, on agreement to submit, have the honor and duty to present the account of a claim upon the treasury of a B.C.F.M. for the sum of $30,642 00 on demand with interest. Payment whereof I claim to have been unlawfully withheld from the plaintiff, by the Syria Mission in a civil case from 1859.

Held at the authorized rate of salary alone with interest at the legal rate in Syria payable quarterly in advance. The case was submitted at the

expressed desire and official responsibility of Mr Calhoun on charge for indebtedness proved against him as treasurer of the Mission and approved by Gov.

Instituted in the necessary forms for the prosecution of said defendant as treasurer of the mission the Court stated that agreement would be equivalent and practically amount to withdrawal and abandonment of this claim against Mr Calhoun in a civil case.

And subsequently the clerk of the Court was directed by the Consul General to advise me that examination there was final in the case

Separated from its Syria Mission June 8. 1859 and from A B C F M June 29. 1861 in view of $534.42 balance in my hands July 1859

$200 in 1860 and $300 already received from Mr Calhoun June 1861 on account of salaries due me as a missionary of A B C F M at Bhamdun Mount Lebanon Syria. We ought to feel that all our pecuniary claims had been fully met on the subject pro tanto. This right of plaintiff was not only conceded but suggested by the Committee at Boston July 21 1869 Whatever others may say. If this right of plaintiff be allowed him as a missionary of the Board formerly in connection with its Syria Mission. How can you say that I can have no claim for salary from our separation in the Summer of 1859? How can you assume without my consent that I and Mrs Benton discharged the Board from all further liabilities toward the plaintiff

and ignore instructions to continue the payment of Mr Benton's salary given from the summer of 1860 in Executive action of June 1861?

But whatever you and others may say "an oath for confirmation is to them an end of all strife". And once for all I have made oath according to the best of my knowledge that this account is true, for the sum charged in the petition against Rev. S. Malhorn and proved against him as treasurer of the mission in account of salaries due January 1. 1868 with interest in his action against the Executive administration and Treasury of A.B.C.F.M. Receipts is no discharge without payment or sanction of salaries on demand from July 185 to 1874.

Rev. N. G. Clark D.D. Very truly Yours
Cor. Sec. A.B.C.F.M. N. A. Benton

Rev. Wm. H. Benton.

Cambridge, Sept. 6, 1873.

Recd. Sept. 9.

Rev N. G. Clark D.D.
Foreign Secretary of A.B.C.F.M. Boston
Dear Sir,

Concede or suggest our right to regard the sum of $1474.42 already received from Prof. H. Calhoun on account of salaries due me as a missionary of A.B.C.F.M. from July 1859 to June 1861 whatever others may say; and how is the denial of the account in whole and in part on oath and file in the Journal of the Court, and then approval of this action to be perpetuated for ten years past either in July 1869 or October 1871? Is it not false swearing? Perpetuated in earnest protest against liberty? —

The response at Salem Dr Chapin wrote me from August 25. 1873 was meant to be a final utterance of the Board on the subject. There can be no occasion for further conference, and no idea that the subject will be entertained in any form again.

The claim presented by me in the face (construction) of the receipt and full discharge to the treasurer of the Board appeared simply absurd to the Committee and all sensible people.

But the request for leave in writing of the Board to return, (or if I am pleased to be returned) to Syria for the missionary work in Lebanon in the judgment of the Committee could not be entertained; -

whereas it should be stated

that there was sent to the Prudential Committee an earnest protest against our return, signed by all the members of the Syria Mission before it was transferred to the Presbyterian Board.

Now therefore, in the presence of God and all the Churches that support the Missionaries I am obliged to accord fully with the representation of "a claim upon the treasury of that Board for the sum of $22,181,15 on account of salaries for ten years past with interest &c. &c. October 1871.

In face and view of the facts presented in the report, it was necessary and expedient not only to have presented the account proved in the petition, but to have included also proper estimates of salary and other claims for another year past 1872. The right of revision

should be entertained in the prosecution of foreign missions, in the expenditure as well as donation or receipt of appropriations for authorized objects.

In executive administration not in absence of protest nor in impossibility of cooperation or unlawful action of irresponsible mission or agent in Syria I herewith ask a compliance with instructions given June 1861 or redemption of all the pledges in the case.

Immediate answer is demanded on this subject

Very truly Yours
W. A. Benton

Cambridge Ms.
September 6. 1873.

Hon A. Hardy
Chairman of the Prudential Committee
A. B. C. F. M. Boston. Ms.

Dear Sir,

Separated from its Syria Mission June 8. 1859 & was instructed October 19. 1859 on a sufficient reason for separation from A. B. C. F. M in Syria; and provision for our necessities. in accordance with the terms of the above resolution.

In June 1860 it was resolved. To defer the question of our separation and Rev S. H Calhoun. Treasurer of the Mission was privately instructed to continue the payment of Mr Benton's Salary at the rate of $750 per annum until his departure from Syria &c

In June 1861 it was resolved and concluded that our connection with the Board ought to be. and is accordingly dissolved.

In consideration of the right
to regard as salary $4474.42 already
received from Rev. S. Hallborn Treasurer
of said Mission in account from
the Summer of 1859 to the end of
June 1861 we should always feel
that all our pecuniary claims have
been fully met on the subject pro
tanto, whatever others may say.
And the Committee consider this
legally and morally conclusive
and the report adopted by the Board
at Salem October 3. 1871.

But acknowledgment is no
"receipt and full discharge to the
Treasurer of the Board" on the account
without payment or sanction
of those limits for salaries in
accordance with private and
further instructions to the Treasurer
of the Mission from the Prudential
Committee given June 1861.—

that payment I aver to have been demanded and withheld from 1859 to 1869 in the case, instituted examined and proved in the petition against Mr Calhoun as Treasurer of its Syria Mission. Early in 1868.

Denial of the validity and legality of the account in whole and in part is not only put on oath and file; but amicable adjustment and friendly arbitration proposed by the Court being declined by defendant is also put on record in the Journal of the Court in a civil case, at Beirut, Syria, February 1868.

This evident without further discussion with the understanding that the Journal of the Court should contain simply the petition and the denial thereof that the parties should be confined as closely as may be to the

averments and denials of the statement and answer which shall not be altered after filing except on leave granted in open court.

Under this rule interest is payable quarterly in advance. It is the only check to restrain unlawful action of Mr Calhoun, as treasurer of said trustees. It is the penalty which our laws give the court to enforce - as indicated in "a claim upon the treasury of the Board for the sum" of $31,642.50 "on account of salaries" on demand "with interest compounded at twelve per cent per annum until the date time" And this claim accords entirely with the account proved in the petition against Mr Calhoun presented and reviewed in the report adopted at Salem on October 5 1871. -

Very respectfully Yours
W. A. Benton

Cambridge Ms.
Sept 15. 1873 -

Treasury A. B. C. F. M.

To W. A. Benton Dr.

1871	Salary and interest.	Dollars	Cts	Dollars	Cts
October 5.	To Account Rendered this date	22,181.	15		
	" Salary for 1872. - - - - - -	750.			
1872.	" Amount " do. - - - - - - -	- - - - - -		22,931	15
	" Interest " do. - - - - - - -	2878	05		
	" Salary " 1873. - - - - - -	750.		3,628.	05
1873.	" Amount " do. - - - - - - -	- - - - - -		26559	20
	" Interest " do. - - - - - - -	3 333	40		
	" Salary " 1874 - - - - - -	750		4083	40
1874	" Amount " do. - - - - - -			30642.	60

do do do

L. S. Ward Esquire
Treasurer A B C F M
September 1873.

Respectfully submitted
W. A. Benton

Rev. W. A. Benton
Cambridge Mass.
September 18. 1873.

Rec'd Sep. 19.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston Mass.

Dear Sir,

On the truth of the facts and opinions expressed in the Case it is necessary and proper to revise the account proved in the petition against Rev S. H. Calhoun as treasurer of its Syria Mission, and represent "a claim upon the treasury of the Board for the sum of $30.642,00 on account of salaries, with interest, payment whereof having been demanded and withheld I ask the Court of the United States Consulate General at Beirut to enforce.

In consideration however of $1474.42 already received from 1861 and $1331.63 advanced July 21. 1869 for $2806.05 in the Case, sanctioned by the Prudential Committee, we

should feel that all our pecuniary claims have been fully met on the subject pro tanto.

Without such sanction satisfactorily given, I am sorry to be obliged to deny the construction put upon the paper presented by the Committee in "receipt and full discharge to the Treasurer of the Board" for the amount acknowledged therein.

Paid for Charities and gratuities, of what consideration or relevancy to the payment without the sanction of salaries due me as a missionary of the Board June 1861 could the receipt be for those sums already received from the treasurer of the mission in Syria and from the Committee in Boston?

Therefore I deny the assumption that "a final settlement was made with them" July 21. 1869 unless "the Committee consider

this (payment or sanction) legally and morally conclusive on the subject June 1861. It is necessary and proper to allege entire concurrence of the Prudential Committee with its Syria Mission in opinion, without payment or sanction of salaries from 1859 to 1869; but most emphatically to deny the conclusion that our connection with the Board ought to be and is accordingly dissolved on receipt of $1474.42 salary alone, June 1861.

Because release and recall, as well as appointment, designation and support or salary of all the missionaries of A.B.C.F.M. in foreign countries should be I think at the exclusive direction of the Prudential Committee. The conclusion indicated in Executive Action of June 1861 would appear to make our release at the direction of the Mission however unanimous

in a civil case.

Nor the Card you issued in the Congregationalist December 8. 1870 that report adopted by the Board October 5. 1871, and the vote of the Prudential Committee received from Dr Clark June 8. 1872, without our agreement or consent were ex parte that "a final settlement was made with them" July 1869 in these sums already received. It was therefore irrelevant in the case submitted on its merits to the Court, as it should be without introduction of irrelevant matters. Early in 1868, -

Charities paid to the amount of $1474.42
Gratuities advanced " " " 1331.63
Acknowledged July 1869 " " " $2806.05

I ask the Prudential Committee to grant on the score of $30,642.58 in accounts of Salaries due from July 31. 1859 to January 1. 1874.

Very faithfully Yours
W. A. Benton

Item - I was sorry to find yesterday that a box of flowers donated for Syria, sold at auction by order of the Boston and Albany R. R. Corporation could not be redeemed. The gentlemen at the Storage room had promised to keep the box for me, and objected to the sale in vain. The Agent of the Corporation overruled their objections and sold without my knowledge claiming the right of the Corporation to effect the sale

The answer expected and demanded from the Board to the account I have presented would have saved this kind donation for the missionary cause in Syria, of $20. or $25 value. It was given me at the West in the place where my attention was called to your Card issued in the Congregationalist of December 8. 1870 —

I intend to set out the facts and send the value to the kind donor as soon as circumstances allow.

Not knowing what more I can do to secure the payment of authorized salary on demand from the Dem. men of 1859, I am with Christian regards

Very Respectfully Yours
W. A. Benton

Cambridge Ms.
September 18. 1873.

Immediate & Private

Oakdale Ms.
December 1873.

Rev R. Anderson D.D.
Congregational House
Boston, Ms.

Dear Sir,

Inasmuch as we have the right to regard as salary $1474.42 already received from Rev S. A. Calhoun, Treasurer of its Syria Mission June 1861; and whereas the Committee consider this receipt and full discharge to the Treasurer of the Board for $1474.42 on account of salaries legally and morally conclusive on the subject of a claim upon the Treasury of the Board at Salem October 5. 1871 for the sum of $22.181.15 in account of salaries for ten years past, with interest, &c. &c.

Therefore we ought to refer the Executive Action separating us from A.B.C.F.M. at Rhamdun Mount Lebanon, Syria, for revision & sanction of the Prudential Committee in the case. Official right to separate Missionaries of this Board formerly in connection with its Syria Mission, I apprehend was taken in form of official correspondence of August 1858, to separate us from said Mission June 8. 1859 and from A.B.C.F.M., June 29. 1861. And you wrote me October 19, 1859 that "the Mission will of course make provision for our necessities in accordance with the terms of the above resolution".

On the strength of this assurance, I was obliged to agree, and acquiesce cheerfully as possible in Executive

separation or action to separate from A. B. & Sill in Syria:- and submit the case on its merits to the Court of the United States Consulate General at Beirut, Syria, to enforce the payment, on demand.

From necessity, or agreement at his expressed desire. To compromise proceedings in a civil case against him, or A. B. & Sill; interest is payable quarterly in advance, on the charge for indebtedness proved against him as a teacher of the Mission. Without further discussion with the understanding that the formal of the Court should contain simply the petition and the usual stipulations. I was obliged to institute and agree to submit the case on its

merits to the Court.

In my humble apprehension, instructions should bind the Agent and prove the Charge for indebtedness against Mr Calhoun as Treasurer of the Mission, in express terms to "continue the payment of Mr Benton's Salary at the rate of $750 per annum until his departure from Syria, or until the Treasurer should receive further instructions". But Mr Calhoun suggested and desired that the Case should be submitted on its merits to the Court without introduction of irrelevant matter, submitted at his own suggestion and desire. His denial must be irrelevant without sanction of A. B. C. F. M. in the Case, before the Court. — What will the Lord have me to do?

Very truly Yours
M. A. Benton

C Stoddard Esquire
Chairman of Prudential Committee
My dear Sir,

Cordial thanks are due to your Committee for the order on Rev S. H Calhoun given in the action of June 29. 1861 proving the charge for indebtedness against him as Treasurer of the Mission to continue the payment of my salary - In this order and action we consider all that has been done that justice and humanity demanded for our comfortable support, in Syria; and lament the necessity, to refer the case on its merits to the Court of the United States Consulate General at Beirut Syria.

The statement of the Court

judicially, now for withdrawal or abandonment of the alleged claim on Mr Calhoun, Agent, and leave for transfer of the account to the Treasury of the Board, as I understand the case

I wrote you two years ago, this date, on the subject, and respectfully urge our request for leave in writing of the Board to go again and visit our brethren in every city where we have preached to them the word of the Lord; and amicable solution of the whole case submitted on its merits at the desire and election of the defense for withdrawal and transfer of the claim from Rev. H. Calhoun to the treasury of A.B.C.F.M.

Cambridge Mass. Very truly Yours

October 11. 1872 — W. A. Benton

Rev. Wm. A. Benton

Cambridge Mass. Oct. 11. 1873

Recd Oct. 12.

Rev. W. A. Benton,

Cambridge, Nov. 1873.

Rec'd Nov. 8.

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My Dear Sir,

I am amazed at the Construction you have put, and the Misrepresentation you have given to the Prudential Committee on the subject of "A claim upon the treasury of A.B.C.F.M. for the sum of $25.000 on account of salaries for ten years past", including estimates for the present and coming years. With interest in a civil case, ——

Instructions in the action of June 1861 to separate constituted order to support plaintiff and his family, and proved the charge for indebtedness against Rev. S. H. as treasurer of the Mission.

The view of this action, the Treasurer of the Mission has always felt that the matter was substantially left to his own responsibility and that of the Mission. But the Treasurer wrote to the Consul July 1861 that instructions constituted no order; and alleged in open Court Feb. 1868 that this order has been countermanded.

Your approval his action to have the case instituted, examined and submitted on its merits to the Court of the United States Consulate General at Beirut Syria in your letter to him of April 1868 — But your approval is no sanction of the Prudential Committee for unlawful action, anomalous denial, and unaccountable protest against the right, hence,

and duty of the Plaintiff as an Evangelist to Lyce on the subject of comfortable support for a limited time; and return.

You represented to us that you "should have cashiered Mr Calhoun if he had continued the payment of my salary; and presented a carefully drawn paper for our signatures to acknowledge the sum already received June 29. 1861 and accept donations to pay my note with interest, and five hundred dollars currency on the scored fee salary payment which I claim to have been unlawfully withheld from the summer of 1859 -

Nor have we forgotten how you represented us to a certain Dentist who went and sued me for $200 for services not worth $20, as I suppose July 20/69

Then you represented to the Prudential Committee that "a final settlement was made", & and so the Business Committee learned on inquiry and stated in the report adopted by the Board at Salem October 5. 1871.

Now therefore will you have the goodness to rectify your construction and misrepresentations on the subject of the charge for indebtedness proved, and submitted in open Court with the understanding that the journal should contain simply the petition, and the denial thereof, with interest payable quarterly in advance.

An immediate answer is desired for a fraternal settlement.

Very truly yours
William A. Benton

Cambridge Mass.
November 7 1872

Cambridge Mass
December 31. 1873

Hon A. Hardy
Chairman of the Prudential Committee
A B C F M Boston Mass.

Dear Sir

Having presented the account proved in the petition for the sum of $30.642.60 on account of salaries for fifteen years, with interest, the Rev A. L. Chapin D D wrote me August 25. 1873 that the report adopted at Salem October 5. 1871 was meant to be a final utterance of the Board on the subject I have no idea he added that the subject will be entertained in any form again.

Presented for the sum of $25.809.20 and laid once more before the Prudential

Committee,
After some consideration it was
voted, as I understand from
Dr Clark June 8 1872 that there
can be no occasion for
further conference.

But the report meant to be
a final utterance of the Board
on the subject & expressly stated
"a claim upon the treasury
of the Board for the sum of
$22,181.15 on account of
salaries for ten years past
with interest compounded
at twelve per cent per annum
for the whole time", presented
for twelve years past from
July 21. 1859 to October 1871.
As a final utterance of the
Board the statement was
inaccurate; except only
the sum of $22,181.15
on account of salaries &
was true. But no estimate

was included on the subject for another year. Instead of presenting estimates we asked leave in writing of the Board to return or to be returned to Syria. In the judgment of the Board our united request could not be entertained, and the earnest protest against our return, sent to the Prudential Committee from its Syria Mission should be stated in the report.

That a final settlement was made with them in Boston July 21. 1869 for the sum of $1474.42 already received from Rev S H Calhoun treasurer of its Syria Mission on account of salaries due them as Missionaries of A B C F M formerly in connection with its Syria

mission on the subject from the summer of 1859 to 1861 at the rate of $700 per annum it is possible to agree whatever others may say. But this agreement to receive is impossible without payment or sanction of Mr Benton's salary authorized and pledged in private and further instructions given in Dr Anderson's letter of June 1861, and March 7. 1865 on the subject; and allowed in the fraternal transaction of July 21. 1869 and the claim upon the treasury of the Board October 1871. for the sum of $22.181.15 on account of salaries for twelve years past from July 1859. with interest at the authorized rates.

Very truly Yours
W. A. Benton

Rev. W. A. Benton.

Rev. N. G. Clark D.D. Cambridge Jan. 17, 1874.

Foreign Secretary A. B. C. F. M.

Reed. Jan. 19.

Dear Sir,

With the understanding that the Journal of the Court should contain simply the petition and the denial thereof, in view of past action by the Committee and by the Board at Salem October 5, 1871, I have submitted the sum of $25.809.20 including estimates for 1872. And I understand from your note of June 7th received June 8th 1872, having "laid the case once more before the Prudential Committee, after some consideration it was voted that there can be no occasion for farther conference."

Therefore substitute if you please this revised account above held in the Journal of the Court as a legal note "for the sum of $22.181.15 on account of salaries

for ten years past, with interest &
allowed in the report adopted
at Salem October 1871, including
necessary estimates for another year.

Also I have revised this account
and represented "a claim upon
the Treasury of the Board for the
sum" of $30.642.60 in 1873
and of $35.238.50 in 1874
including estimate of salary alone
with interest payable quarterly in
advance, from agreement to submit
the case on its merits to the Court
of the United States Consulate General
at Beirut, Syria, for another
year 1875.

If you think that you have
nothing to do in the case; if
there can be no occasion for
further conference, I am sure
that the Treasurer should receive
further instructions from the
Committee on the subject", and

"continue the payment" on demand from June 1861." for ten years past."-

Thou shalt not receive (margin) a false report, but be required to do justly, love mercy and walk humbly with the Lord thy God. How orderly you wrote me that we "can have no claim for salary on the order" given in Dr Anderson's letter of June 1861 please explain or retract. Assumption or construction like this, without evidence is irrelevant as refused denial, and protest unlawfully to withhold in the face of instructions "to continue the payment of Mr Benton's salary" on demand from the summer of 1859 & 1861.

Therefore the account proved against the defendant as treasurer of the Mission is "a claim upon the treasury of the Board". This conclusion accords entirely with

the judicial statement of the Court to withdraw and abandon this claim against Mr Calhoun, on demonstration thereof against the Executive administration upon the treasury of A.B.C.&Co. from commencement of the proceedings to enforce.

Immediate settlement of the account in whole and in part is fraternally demanded from yesterday's date "on the score of a salary which I claim to have been unlawfully withheld" from the summer of 1859, by the Lyric Minister

Very truly Yours
W. A. Benton

Cambridge, Ms.
Saturday Jan. 17. 1874.

To the Prudential Committee
A.B.C.F.M. Boston, Ms.

Dear Brethren,

In view of the report adopted at Salem October 5. 1871 on the subject of a claim upon the Treasury of A.B.C.F.M for the sum of $22,181.35 on account of salaries for Ten Years past with "interest" etc; and the judgment that our request for leave to return to Syria etc could not be entertained

Therefore I am obliged to revise the account of salaries on demand with interest October 1871 and submit estimates at the authorized rates for 1872. to be included in the sum given above.

I have also revised and represented a claim upon the Treasury of the Board for the past, present and next year. in

accordance with the approved usages of all the Foreign Missions of the Board.

Confined as closely as may be to the necessary forms for the prosecution to enforce the payment, or agreement to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria, from commencement of proceedings in all civil cases, interest is payable quarterly in advance, and is on demand from January 1858.

Immediate settlement of the account in whole and in part is fraternally demanded on the score of a salary payment withheld, I claim to have been unlawfully withheld from the November of 1861.

Respectfully Submitted

W. A. Benton

Cambridge Ms.

January 17. 1874

Rev. W. A. Benton.

Cambridge, Jan. 17, 1874.

Recd. Jan. 19.

Rev. Wm. A. Benton.

Rev. N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

Cambridge, Jan. — 1874.

Dear Sir, Recd. Jan. 17.

Whereas you have laid revised account of $25.809.20 on account of salaries for 1872 with interest as the authorized rates in Syria before the Prudential Committee; and Whereas after some consideration it was voted that there can be no occasion for further conference. therefore you claim to have nothing more to do in the case. Is this right?

But this vote is wholly ex parte and inconclusive on the subject as you will see for the past, present and coming years. however expedient it was in the case.

Conducted on the principle

of General Expediency; the Executive administration of the Board, I know, approved the action of its authorized Agent in refusing to pay me additional moneys February 1863, And I was sorry to be obliged to appeal from his action to withhold in view of the Executive order to continue the payment of authorized salary at the rate of $750 per annum; And ask the Prudential Committee to make an advance of $500 on the score thereof; January 1865.

It should be, as it was allowed at the Missionary House in Boston July 21, 1869 that we returned to this country at the invitation of the Prudential Committee for a visit. acknowledged the sums already received from

Rev S. H Calhoun, June 1861
and gratefully accepted the
appropriations asked from the
Committee on the subject.
How or why it is reported
that "a final settlement was
made with them" pro tanto
you or the Committee should
inform without prejudice
in the case, if you please.

Of what relevancy to the
subject the amount already
received in Syria and advanced
in Boston should be regarded
I ask the Prudential Committee
to state, or the Court to enforce
asked, and authorized for
salary at the rate of $750
per annum June 1861, how
is it reported that "a final
settlement was made with them"
for the sum of $1474.42 due
me as a missionary of the Board

in Syria June 1861.[2] I am
in no way responsible
for the Report adopted by
the Board at Salem October 1871;
nor the vote received from
you June 8. 1872: nor the
opinion that the subject
will be entertained in any
form again; or the Chairman
should "have no idea that it
will be entertained". Hence our
many letters and visits to the
Missionary House to continue
or advance the payment of
authorized salary on demand
from June 1861 payment
whereof I claim to have
been unlawfully withheld
from the summer of 1849.
Immediate settlement is
fraternally demanded

Very truly Yours
W. A. Benton

Cambridge Ms.
January 1874

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M. Boston
My dear Sir.

If there can be no occasion for further Conference or agreement on the subject, it must be necessary and proper to revise the account including estimates of salary and interest at the authorized rates for another year in representation of "a claim upon the treasury of the Board for the sum of" $25.809.20 in 1872 and the sum of $30.642.60 in 1873 and the sum of $35.238.50 in 1874 including estimate of salary alone for 1875. "Interest compounded at twelve per cent per annum for the whole time" payable quarterly in advance You will see doubles the account of salary in less than five years

It seems incredible that

You should have written to Mr Calhoun in approval of his action to deny the validity and legality of the account in whole and in part from 1859 to 1869

You represented to us in Boston July 1869 that you should have cashiered him if Mr Calhoun had dared to continue the payment of my salary on demand. but that the Prudential Committee did not sustain you in the opinion you entertained

The report adopted at Salem October 5. 1871 represented however that "a final settlement was made with them" on account of salaries already received from 1859 to June 1861; and considered "this legally and morally conclusive". Interest from July 1859 to December 1861 amounted to $379.90 a very slight consideration for

neglect of and action against the Executive Order of June 1861

If no retrospective action was intended in the minute of June 1860 and the word "Salary" was incautiously used the Committee kindly suggested our right to regard as salary $1474.42 already received June 1861. Whatever others may say; and to ask $500 on the score of a salary &c Dr Anderson certainly wrote Mr Calhoun September 21. 1861: "You was authorized to continue the payment of Mr Benton's salary" etc

Advising with his associates Mr Calhoun could withhold the payment and call his action discipline June 1859 to 1869 inasmuch as he wrote me January 24. 1859 "whether it is right or wrong one thing is certain that a majority

should govern; and that I could not so one could bear up against the united testimony of the Mission", on such certainty to subvert a man in his cause as a missionary & the Board do you approve his action? and countenance his desire and suggestion in open Court that the case should be submitted to secure or prosecuted to enforce the payment of Mr Benton's salary on demand from January 1868 in a civil case?

Is this right?

Very truly yours
W. A. Benton

Cambridge
January 20. 1874 —

Immediate

Hon A Hardy
Chairman of the Prudential Committee
A. B. C. F. M. Boston
My dear Sir,

I have written Dr A. and Mr Ward, and presumed without his consent to me for Dr A. and yourself to him on the subject for agreement or farther conference.

I have the pleasure herewith to enclose a statement for the internal consultations of the Prudential Committee this year, and remain as ever,

Very faithfully Yours
W. A. Benton
"

Whereas all parties should feel that they have discharged only their own personal obligations and that they have performed only their own appropriate duties on the subject;

Whereas the subject in question is executively to continue the payment of Mr Benton's salary at the rate of $750 per annum on demand from June 1861;

Whereas Mr Benton and his wife should legally and morally have the right to regard and expend as salary the sum of $1474.42 already received from its Syria Mission in the account from the summer of 1859 as the authorized rate whatever others may say;

Whereas agreement to submit the case on its merits to the Court at Beirut Syria is

judicially to commence proceedings in a civil case. And

Whereas the Committee consider this legally and morally conclusive;

Therefore, I am obliged to revise and submit the account proved in the petition, having acknowledged as salary already received $1474.42 June 1861 and paternally ask withdrawal or disapproval of the general denial and subversion of the truth in the case, submitted on its merits for consular adjudication in open Court of February 1868 at Beirut Syria

W. A. Benton

Cambridge
February 1874.—

judicially to commence proceedings in a civil case. And

Whereas the Committee consider this legally and morally conclusive;

Therefore, I am obliged to revise and submit the account proved in the petition, having acknowledged as salary already received $1474.42 June 1861 and paternally ask withdrawal or disapproval of the general denial and subversion of the truth in the case, submitted on its merits for consular adjudication in open Court of February 1868 at Beirut Syria

W. A. Benton

Cambridge
February 1874.—

Immediate

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M

My dear Sir,

Whereas the Report adopted at Salem October 5. 1871 was meant to be a final utterance of the Board on the subject;

Whereas in view of this, having laid the account once more before the Prudential Committee you wrote me it was voted that there can be no occasion for further conference;

Whereas it is represented that there can be no idea that the subject will be entertained in any form again;

Therefore I am obliged to revise the account presented at Salem, and represent "a claim upon the Treasury of the Board for the sum

of $25.809.20 for 1872;
of $30.642.60 for 1873; and
of $35.238.50 for 1874
including estimate of $750
salary alone for 1875.

The subject is "salary" at the
rate of $750 per annum with
interest. Payment withheld. I
know that Mr Calhoun was
privately instructed and advising
with his associates the Treasurer
should receive further instructions
to continue, June 1861.

Submitted on its merits in the
necessary forms for the prosecution
to enforce, at his expressed desire
I aver that payment has been
demanded and withheld.

Appropriations paid me for
Charities in Syria and advanced for
gratuities in Boston could be
no payment of past salaries
without revision and sanction

of the A. B. C. F. M.

If "a final settlement was made with them" for $1474.42 and confirmed in advance of 363.63 gold. Equal to $500 currency $1838.15 already received on the score of a salary due me at the Missionary House in Boston July 21. 1869. It was only in part, and in advance, on the subject of past salaries. —

How can the Committee consider this legally and morally conclusive? Why could not our earnest request for leave to return for our Missionary work in Mount Lebanon be entertained at Salem October 1871?

Is not protest from the Syria Mission unconstitutional? as action to withhold in the face of instructions to continue the payment of authorized salary on demand June 1861 was unlawful.

Under the Constitution of the United States, this protest introduced in the report is against liberty to go against and therefore is unconstitutional as any unlawful action.

Therefore if you have nothing to do, if you approve this action as Treasurer of the Mission in a civil case, I am obliged to ask revision or withdrawal of the answer denying the truth of the account proved against him. The only checks to more necessary revision and sanction of which I know are the civil penalties of interest, payable at U. S. legal rate in Turkey.

Very truly Yours
W. A. Benton

Cambridge
February 18 74

Rev N. G. Clark D.D.
L. S. Ward Esquire } Committee

Dear Sirs,

On the score of salary which I claim to have been unlawfully withheld in the account from the summer of 1859, Mr L. Child in your presence suggested our right to regard as salary $1474,42 already received from Rev S. H. C. Treasurer of the Synod Mission June 1861 whatever others may say. In view of this concession the general denial of the account from 1859 to 1869 is irrelevant in the case submitted on its merits without introduction of irrelevant matter, etc

Therefore I ask and urge immediate withdrawal or disapproval of such denial on oath and file

of the Prudential Committee
please or approve in a civil case
I am surprised that we
should have occasion so long
to ask and urge if we would
abide this agreement to submit
the case for consular adjudication
at Beirut, Syria. If general denial
without evidence in support thereof
be irrelevant and unlawful,
how can the action of Mr Calhoun
be allowed or approved to subvert
the truth of the account from
1859 to 1869 or to 1875?
I am sure that the treasurer
of the Mission was privately
instructed June 1860 and
I think that the treasurer
should receive further instructions
from the Committee "to continue
the payment of Mr Benton's
salary" As treasurer of the Mission
therefore Mr. Calhoun or his

successor should continue the payment of authorized salary on demand.

The right to demand is evident as our right to regard as salary $1474.42 already received from Mr Calhoun June 1861, and ask the Committee to make an advance of £500 on the score of a salary and of £200 (two hundred pounds sterling) as a gratuity July 1869, advanced from the Committee.

Thus legally and fraternally proposed from the summer of 1861 on payment of salary to withdraw all our protests and claims against the treasury of the mission its individual members, etc in accordance with his private instructions. But all parties should feel that payment has been demanded and withheld, and we think

"unlawfully withheld" in our personal relations as citizens of the United States. in the case. Of course the misfeasance includes the nonfeasance. And action was to withhold "an advance of $500 on the score of salary" as well as subvert the truth by denial of the account from 1869 to 1869.

The Committee however made "an advance of $500" etc Therefore I ask and urge immediate withdrawal or disapproval of "the denial thereof" sworn and filed in answer to the petition held in the Journal of said Court at Beirut Syria.

Very Truly Yours
W. A. Benton

Cambridge
February 10. 1874

Immediate

742

Dear Sirs, -

Without further discussion with the understanding that the journal of the Court should contain simply the petition and the denial thereof, the Court stated that the issue of "this agreement would be equivalent and practically amount to withdrawal and abandonment of this claim against Rev S. H. Calhoun". In the charge for indebtedness proved against him as treasurer of the Mission it was a claim upon the treasury of the Board for the sum of $12.238.16 on account of salaries from July 31. 1859 to December 31. 1867 including estimate of salary at the rate of $750 for 1868

with interest at U. S. legal rate in Syria, on demand January 1. 1868. in advance.

Under the rule of the Court "the parties should be confined as closely as may be to the averments and denials of the statement and answer which shall not be altered after filing without leave granted in open Court". And I was informed at Abeih June 18. 1868 that Dr Clark in a recent letter had approved the action of Mr Calhoun in the case. Therefore the account of salaries with interest at the authorized rates in Syria proved in the petition against the defendant as treasurer of the mission is and ought to be "a claim upon the Treasury of the Board".

I am surprised at the

statements in the resolve adopted at Salem October 5. 1871 that "a final settlement was made with them at the Missionary House in Boston July 21. 1869"; and that "the Committee consider this legally and morally conclusive" on the subject of "a claim upon the Treasury of the Board for the sum of $22,181.15 on account of salaries for ten years past; with interest &c." This was simply the account proved in the petition against Mr Calhoun as treasurer of the Mission at his own desire submitted on its merits to be held in the Journal of said Court; amicable adjustment and friendly arbitration proposed by the Court being declined by the defendant as treasurer of the Mission.

If "the Committee consider this legally and morally conclusive" and "a final settlement" for the sum of $1434.42 already received from Mr Calhoun June 1861 on account of salaries due me at that date; action to deny the truth as well as the validity and legality of the account in whole and in part should be disapproved. But Dr Clark in his letter of April 10. 1868. I am advised had approved his action, as defendant,

Therefore if it may please the Prudential Committee "the treasurer should receive further instructions on the subject"

Cambridge
Friday 1874.

Very Truly Yours
W. A. Benton

Rev N. H. Clark D.D.
L. S. Ward Esquire
Committee,

Pro. Secretary
Treasurer
A. B. C. F. M.

Prudential Committee
Rec'd Jan 9 1874
Ans'd

Immediate

Cambridge
February 18, 1874

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My Dear Sir,

In view of $1474.42 on account of salaries proved in the petition against Rev S. H. Calhoun etc from July 1859 already received June 1861 we should cheerfully feel and acknowledge that all our "pecuniary claims have been fully met" on the subject to that date. - And we should certainly have the right to regard as salary the sums already received from Mr Calhoun in Syria June 1861 whatever others may say in a civil case. -

The Committee can if you please sanction our "receipt and full discharge to the Treasurer of the Board" for said sums already received from the Treasurer of the Syria Mission June 1861 and "consider this

legally and morally conclusive" on account of salaries due the plaintiff and his wife formerly missionaries of the Board in connection with said mission" at Bhamdun, Mount Lebanon Syria June 1861: and conclude that "a final settlement was made with them" pro tanto. October 1871. This sanction, consideration, conclusion or concession is possible and perhaps necessary in a civil case.

But it is necessary to aver that payment has been demanded and withheld from 1859 to 1869: and possible to agree that the case, at the expressed desire of Mr Calhoun should be submitted on its merits to the Court without introduction of irrelevant matter. You approved this action and desire of Mr Calhoun, in 1868.

Now therefore our government

is not only necessary, and agreement possible to submit the case; but our humble request for leave in writing of the Board to return for the Missionary work in Mount Lebanon, in the judgment of the Committee could not be entertained at Salem October 1871.—

I am therefore obliged to revise the account presented at Salem and represent "a claim upon the treasury of the Board for the sum of $25.809.20 on account of salaries with interest for 1872; and of $30.642.60 for 1873; and of $35.238.50 for 1874, at the authorized rates, including Estimate of Salary alone for another Year. 1875 in the Case.

Confined simply to the petition and the denial thereof. Amicable adjustment and friendly arbitration, proposed

by the Court, being declined by the defendant, the plaintiff (was invited to introduce evidence in support of the alleged claim and) introduced the executive order given in Dr Anderson's letter of June 1861. And the Court judicially decided that this order proved the charge for indebtedness against Mr Calhoun as Treasurer of the Mission, etc,

On this demonstration of the expressed desire of the defendant we could agree to submit the case and be advised that "this agreement would be equivalent and practically amount to withdrawal and abandonment of this claim against Mr Calhoun". And so you approved his action to commence proceedings and deny the truth of the account in whole and in part from July 1859 in a civil case.

Very truly Yours

W. A. Benton

Immediate

Cambridge
February 20 1874

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

Dear Sir,

You and Mr Ward witnessed our agreement to regard as salary $1434.42 already received June 1861 and ask the donations granted by the Committee, on the subject at the Missionary House in Boston July 21. 1869. You allowed our right to agree and regard as salary those sums already received from Rev S. H. Calhoun, whatever others may say: and to ask $500 on the score of a salary in advance, etc

The Prudential Committee hold us to our agreement and desire no vain repetition of matters thus fully settled. as

Mr Ward wrote me December 20 1869. In the Report adopted by the Board at Salem we presented unbroken "claim upon the Treasury of the Board for the sum of $22,181.15 on account of Salaries", etc

Therefore our "claim upon the treasury", was unbroken June 1861 for July 1869 in that Business transaction at Salem October 1861 "on account of Salaries for ten Years past, with interest", etc The whole time was twelve years from July 1859 on account of past Salaries with interest on demand in a civil case if you please; and approve the action of Mr Calhoun as Treasurer advising with his associates to withhold, refuse deny protest and set aside

private and further instructions from the Prudential Committee on the subject. In his view instructions constituted no order; and missionaries appeared to have no rights that missions are bound to respect unless their connection with the Board ought to be and is accordingly dissolved.—

"This agreement" or readiness to agree, however, in judicial action of the Court "would be equivalent and practically amount to withdrawal and abandonment of this claim against Mr Calhoun". And we as well as the Committee should "consider this legally and morally conclusive".

In the face of our receipt and full discharge to the Treasurer of this Board however wrong in the

Constructive and Corporate action of this Board at Salem I am advised, however, that "the claim appeared simply absurd to the Committee and all sensible people". I am surprised at this construction. "Behold the hire of the labors who have reaped down your fields which is of you kept back by fraud cries", saith the apostle.

If "a final settlement was made with them" agreement may be possible whenever general denial is withdrawn, disallowed or altered. But there can be no alteration in the form, I apprehend. Except on leave granted in open Court, the only checks to action so unlawful denial so irrelevant, protest so anomalous, I think, are the civil penalties of interest.

Very truly Yours
W. A. Benton

A. B. C. F. M.

In past action by the Committee and by A. B. C. F. M. at Salem October 5. 1871 we can cheerfully accord, and agree that all our pecuniary claims have been fully met on the subject for $1474.42 in the term July 1859 to June 1861.

Inasmuch as the Committee officially suggested our right to regard as salary those sums already received from Rev S. H. Calhoun, Treasurer of the Mission, whatever others may say. But the payment has been demanded and withheld.

In evident accordance with its Resolutions, and practical acknowledgment of its authority therefore we should acquiesce in the concurrent action of the Prudential Committee with the Syria Mission in the opinion

accordance

to separate as their firm from 8. 1857 and firm A.B.C.F.M from 29 1861. But its Treasurer advising with his associates should receive further instructions from the Committee on the Subject. and "Continue the payment of (my) Salary" etc, on demand.

The Subject may elicit the inquiry, What is the relation of its Foreign Missions to American Law in the Executive administration of the Board?

Is it possible to agree that Missionaries of A.B.C.F.M have no rights which Missions are bound to respect in a civil case?

Immediate.

Rev. N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

My Dear Sir,

We beseech you by the meekness and gentleness of Christ that you will no longer approve either the general denial of the account proved in the petition against the Treasurer of the Mission; or the expressed desire of said Treasurer Rev S. H. Calhoun that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut, Syria.

Formerly Missionaries of A.B.C.F.M. in connection with its Syria Mission at Bhamdun Mount Lebanon

if "a final settlement was made with them" for $1474.42 already received June 1861, in the account of salaries due from the Summer of 1859 to that date, general denial in part is disproved. How can you approve what facts disprove? Therefore we beseech and entreat you to withdraw your letter of April 10. 1868 in approval of this unlawful action.

In the meekness and gentleness of Christ we beseech you to recognize our inherent right to regard and appropriate as salary those funds already received June 1861 and pledged in advance July 1869. Certainly I was obliged to ask $500 on the score of a salary and Two Hundred Pounds sterling with interest to pay

my Note at Beirut, Syria,
I was obliged in honor and
duty to acknowledge those sums
already received June 1861
and kindly advanced July 1869
on the subject. The paper
presented for our signature
accurately expressed those sums
already received, payment
whereof had been demanded
and withheld in Syria.
We beseech you to remember
that we signed the paper
without hesitation or objection.
Your Committee devised and,
I think, revised the document
We object to the construction
and ambiguity introduced
and put upon what was
devised from one side only.—
The report adopted at
Salem October 1871 disproved
your idea that we can have

no claim for salary on the order given in Dr Anderson's letter of June 1861. It indicated an "account of salaries for ten years past with interest", etc

Therefore we beseech you to withdraw your mistaken approval of what has been disproved on the subject, i.e the general denial of the account from 1859 to 1869.—

Can you longer approve action so unlawful, denial so irrelevant, and pretext so anomalous in the case?

If Missionaries have no rights that Foreign Missions are bound to respect, what must be the relations of said Missions to American Law in the Executive administration of A. B. C. & Co in a civil case?

Cambridge Very truly Yours
February 20. 1874 W. A. Benton

74.2.27

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M.

Dear Sir,

In the report adopted by the Board at Salem October 5. 1871 the account against Rev S. H. Calhoun as treasurer of the Mission ought as it was allowed, to indicate. Expressly "a claim upon the treasury of the Board for the sum of $22.161.15 on account of salaries, with interest" &c

Without further discussion with the understanding that the journal of the Court should contain simply the petition and the denial thereof, interest payable quarterly in advance & the civil penalty of neglect-refusal, denial and protest against the tenor and duty required from one to another missionary of the Board as a citizen of the United States.

In the Constitution of the Mission of course there is nothing to weaken the claims of Missionaries of this Board as citizens of the United States on the subject. And I have the pledge from October 19. 1859 that "the Mission will of course make provision for our necessities in accordance with the terms of the above resolution". Of private and further instructions and of corporate action in the case.

Judicial action for withdrawal and abandonment of this claim against Mr Calhoun was consular adjudication to commence proceedings and secure the payment of salary in accordance with the executive order given the June 1861 on the subject of a claim upon the Treasury of this Board.—

Cairo Egypt
February 27. 1874

Very truly Yours
W. A. Benton

Reference again to the Court for the sum of $25.809.20 for 1872 and the sum of $30.642.60 for 1873 or the sum of $35.238.50 for 1874 must involve claims for interest alone in 1868 greater than those sums already received from Mr Calhoun June 1861 on the subject of salary from July 1859: and in 1872 greater than those sums together with the donations advanced at the Missionary House in Boston July 21. 1869. And this claim for interest in the last three quarters of this year could not be met by such charities and gratuities paid in Syria and Boston without revision and sanction of the Prudential Committee.

Immediate conference or amicable adjustment is fraternally demanded.

W. A. B

L. S. Ward Esquire
Treasurer A. B. C. F. M. Boston
Dear Sir,

Whereas the Business Committee decided at Salem October 5. 1871 that our "request for leave in writing of A. B. C. F. M. could not be entertained" in the case;

Whereas Formerly Missionaries of said Board in connection with its Syria Mission at Shamdun Mount Lebanon we fraternally presented "a claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries for ten years past with interest, compounded at twelve per cent per annum for the whole time"; And

Whereas in the face of this report Dr Clark wrote that we "can have no claim for salary" on the Executive order given June 1861;

There are the account proved in the petition against Rev. A. Calhoun rests with the Board to continue the payment of Mr Benton's salary with interest at U.S. legal rate in Syria. And the Board must be responsible for the neglect refusal denial, etc, of its Agent advising with his associates to withhold the payment under consideration. in combined action to subvert and set aside positive instructions from the Missionary House.

Interest payable quarterly in advance for 1868 or 1869 was not fully met for either year. in the sum already received from Mr Calhoun June 1861, on account of past salaries due Mr 1861 in Syria, construed into "a receipt and full discharge to the Treasurer of the Board" October 5. 1871. this construction was ex parte and

inconclusive without revision of the general denial sworn and filed in the Journal of the Court on the subject —

On agreement to regard as salary $1434.42 already received June 1861; $1331.63 advanced July 21. 1869 should be placed to my debit in any settlement of this claim. Assume and publish that "a final settlement was made with them on mere receipt without payment of $1434.42 on account of salaries due me as a Disbursing Officer of the Bond June 1861. pro tanto; and prove the proposition if you please, on the subject to "consider this legally and morally conclusive" in the case:

Then general denial is disproved from 1859 to 1869. Revision is indispensable for amicable or final settlement of the

account in whole and in part as you will see.

Therefore I ask revision or withdrawal of the answer in denial of the account from the summer of 1859 to 1869 in the case, and interest payable quarterly in advance unless the Treasurer should receive further instructions from the Prudential Committee on the subject.—

Immediate conference is desired

Very truly Yours

W. A. Benton

Cambridge

Wednesday A.M.

March 11, 1874

A. B. C. F. M.

The Prudential Committee I presume will see the necessity for revision of the agreement to submit the case on its merits against Rev. H. Calhoun as treasurer of its Syria Mission without introduction of irrelevant matter. in Open Court of February 1868. And from commencement of proceedings interest is payable quarterly in advance, for 1868; with estimates at the authorized rates for 1869. 1870. and 1871. in a civil case if the Board should approve.

Presented from the Journal of the Court, this account of Salaries authorized in the report adopted by the Board at Salem October 5. 1871 to "a claim upon the treasury of the Board for the sum of $22.181.15

for ten years past with interest" etc

I am surprised at the declaration without our consent that "a final settlement was made with them" and that "the Committee consider this legally and morally conclusive" in the report on the subject. I ask immediate explanation of this decision of the Board. Certainly we have the right to appropriate as salary those sums already received June 1861 in evident accordance with the executive order given in that action and in "further instructions from the Committee" whatever others may say.

We gratefully accepted the donation at the Missionary House in Boston advanced in the secret a salary in confirmation of our receipts from 1859 to June 1861 and our fraternal expectation that the Board will redeem all their pledges.

Official notes of August and December 1869; Mr Beats card issued in the Congregationalist of December 8. 1870; the vote of the Prudential Committee received June 8. 1872 and the report of the Business Committee on the subject have not answered our expectation or agreement to submit the case on its merits without introduction of irrelevant matter. Neither the note of Dr Chapin August 25. 1873 nor the notes of Mr Hardy and Dr Anderson of January 1874 could alter the form necessary for the prosecution, etc

This agreement, in the opinion of the Court, however, would be equivalent and practically amount to withdrawal and abandonment of this claim against Mr Calhoun. It was a claim in that peculiar relation which ought always to subsist between missionaries of the Board, as citizens of the United States.

Now this claim is "to continue the payment" or "make an advance of $500 on the score of a salary" etc. in the account from July 1859. That payment has been demanded and withheld from the summer of 1859, it is still as it was necessary to aver in a civil case; and agree to submit the case on its merits subject of course to the revision and sanction of the Prudential Committee. and of the Board.

For action so unlawful, denial so anomalous, protest so irrelevant and opposition so persistent to subvert a man in his cause who is responsible? I am sure that such action to subvert the Executive order given in June 1861 "the Lord approveth not", if we should agree to submit the case.

March 10. 1874 W. A. Benton

Cambridge, Ms,

Cambridge
March 11. 1874

Rev N. G. Clark D.D.
Foreign Secretary A. B. C. F. M.

Dear Sir

The necessity to urge the averment that payment has been demanded and withheld on the subject of a claim upon the treasury of the Board for the sums already received from the treasurer of the mission since 1861 on account of salaries; and agree to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria was to commence proceedings in a civil case against the American Board. January 1868

Therefore on approval of Mr Calhoun's action April 1868 the Board is responsible for the neglect and failure of the Agent to afford, continue or advance the payment of my

Salary at the rate of $750 per annum on demand June 1861. and January 1868. with interest.—

The neglect and failure of Mr Calhoun however could not annul or repudiate the Executive order given both parties June 1861. Introduced as Evidence. this order proved the Charge for indebtedness against Mr Calhoun as treasurer of the Mission in Open Court for the sum of $12.038.16 on account of Salaries with interest due on January 1868. payable quarterly in advance.

In the face of his denial to allow as Salary $1474.42 already received June 1861; or to continue the payment authorized and required from one to another in that peculiar relation of Missionaries as citizens of the United States from 1859 to 1861, and from 1861; or

to make an advance of $500 on the score of a salary January 1868 I consider that the opinion of the whole mission was inoperative and absurd to separate plaintiff and his wife from the Board. And it was equally wrong, as it was impossible to effect our recall or retirement from service under such circumstances, from June 1861.

The account rests with the Board to continue the payment from the abrupt suspension of salary and other appropriations July 1859 until our departure from service or until the Treasurer should receive further instructions from the Committee.

Therefore the Board is responsible to continue the payment of "a claim upon its Treasury" for the account proved in the petition against Mr Calhoun whose action to withhold refuse

denny, etc You officially approved.

"But" the Committee consider this legally and morally conclusive", to regard as salary $1474.42 already received on account of salaries due prior June 1861, in the paper of July 1864, and the report of October 1871. This consideration is of corporate authority and ought to secure, if it be not even, revision of the account held in the Journal of the Court -

In the face of the report you say that we can "have no claim for salary on the order given June 1861" The Court was of another opinion, and the Board reviewed a claim for ten years past October 1871. Please revise therefore what is wrong, and "continue the payment of authorized salary on demand to this time

Immediate conference is desired

Very truly Yours

W. A. Benton

Tolland Conn
July 1874

Dear Sir,

In a letter to Mrs Benton received at Cambridge Mass. July 7th 1874. the honorable Chairman of the Prudential Committee of the A. B. C. F. M. wrote:-

"Your letter was read to the Prudential Committee of the A. B. C. F. M. In my judgment the Am Board has patiently generously and fully met all its obligations to you and your husband.

The Am Board has no mission in Syria now and no right to send missionaries to that post."

In a letter received from Beirut Syria July 14. 1874

Rev H. H. Jessup D.D. certified that on the subject of our liberty to return for the prosecution of our missionary work in Mount Lebanon the decision of the mission was in the negative.

In view of these facts, it was necessary proper and expedient to commence proceedings to continue or enforce the payment of Mr Benton's salary at the rate of $750 per annum on demand June 1861 for fifteen years past; and agree to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria without introduction of irrelevant matter.

of such necessity propriety and expediency in the case. The Court was exclusively able to examine and decide judicially and finally for the prosecution of an individual, as Treasurer of said Mission on agreement of both parties in open Court that the case should be submitted at the express desire of the defendant.

The immediate effect of this action was for withdrawal and abandonment of this claim against Mr Calhoun and presentation of "a claim upon the Treasury of the Board" for the sum proved in the petition on account of salaries from the Summer of 1859, to the end of the case.

That a Final settlement was made with them at the Missionary House in Boston July 21. 1869 for those sums already received on account of Salaries in 1859 1860, and 1861 it is possible to agree, whatever Mr Calhoun and his associates in Syria may say on the subject.

But that payment has been demanded and withheld from June 1861 in denial of all his obligations in a civil case instituted, examined, proved submitted and filed in the Journal of said Court against Rev S. H Calhoun as Treasurer of its Syria Mission formerly of the A. B. C. F. M. with interest &c

Respectfully submitted

W. A. Benton

L. S Ward Esquire
Treasurer A. B. C. F. M
Boston Mass.

Immediate

Tolland Conn
July 1874

To the Prudential Committee
A. B. C. F. M. Boston Mass.

Gentlemen,

In the judgment of your honorable Chairman that the American Board has patiently, generously and fully met all its obligations to Mrs Benton and myself in the subject of "a claim upon the Treasury of the Board" in the case against Rev S. H. Calhoun as treasurer of the Mission we cordially agree.

First in the sum of $1474.42 already received from him on account of salaries due me in 1859, 1860, and 1861, at the rate of $750 per annum

Secondly on the score of said Salary in the appropriation advanced at the Missionary House in Boston July 21. 1869; and the distinct promise that that Board will redeem all its pledges. And

Thirdly in the report adopted at Salem Mass October 5. 1871 on the subject

In the judgment of Mr Calhoun, however, July 1861, "Instructions constituted no order". But in the judicial Arbitration of the Court "this order proved the charge of indebtedness against him as Treasurer of the Mission". Therefore I ask revision of his unlawful action in the case.

Yours in Christian love

W. A. Benton

Tolland Conn
July 1874

Rev N. G. Clark D.D.
Foreign Secretary A.B.C.F.M
Boston Mass.

Dear Sir

I am obliged in honor and duty to refer my letter addressed to the Treasurer for consideration and action of Corporate Members of the A.B.C.F.M, on the subject of all its obligations, in the case against the name of Rev S. H. Calhoun as Treasurer of its Syria Mission.

We most deeply lament the necessity of a reference, on agreement to submit the case at Beirut Syria where payment has been demanded and withheld for fifteen years past.

Very faithfully Yours
W. A. Benton

Rev S. B. Treat, or
Rev N. G. Clark D.D.
Secretaries of

A B C F M

My Dear Sir,

In the notice of separation from A B C F M June 1861 we cheerfully accepted official instructions of the Prudential Committee sent to Rev S. Halloun, Treasurer of the Syria Mission. Early in the summer of 1860, in positive and explicit terms to continue the payment of Mr Bentons Salary, &c,

On the strength of this order, in view of the sums already received from said Treasurer June 1861 regarded as Salary due in account from the summer of 1859, we ought to feel and concede as we did, that all our pecuniary claims have been fully met on the subject of Salaries due June 1861 if you please.

Necessity or propriety of the Statement issued in the Congregationalist of December 8. 1871 seems however to invalidate obligation to regard as salary donations received without the sanction, or revision of the action of said treasurer, by the Committee. And I am obliged to deny that "a final settlement was made at the Missionary House in Boston July 21. 1869" unless the Prudential Committee revise or sanction the agreement for the sum of $1474.42 salary already received from Mr Calhoun as treasurer of its Mission June 1861.

Immediate revision or sanction of agreement to submit the case is fraternally desired.

It was proposed to agree from the summer of 1861. on payment of salary to withdraw all our protests and claims against

the Treasurer of its Syria Mission its individual members and A.B.C.F.M in accordance with his private instructions in the case.

Instituted in the necessary forms for the prosecution on charge for indebtedness proved against Mr Calhoun as Treasurer of said Mission, at his expressed desire and election, I was constrained to agree and submit the case on its merits to the Court of the United States Consulate General at Beirut Syria to enforce. Of this agreement to submit, the Court fixed the terms and stated the effect for withdrawal or abandonment of the claim upon the Agent, and transfer of a claim upon the treasury of A.B.C.F.M. And from commencement of proceedings in all civil cases before said Court it is understood that interest at U.S. legal rate is

payable quarterly in advance.

Moreover, it is the rule of the Court that pleadings at trial should be confined as closely as may be to the averment and the denial which shall not be altered after filing except on leave granted in open Court.

Now therefore, whereas Dr Clark wrote to Mr Calhoun April 10. 1868 in approval of his action to deny the validity and legality of the account in whole and in part from July 31. 1859 to the end thereof, it is necessary and proper to aver that payment has been demanded and withheld in Syria, and ask the Prudential Committee to continue in a civil case

Very truly Yours

William A. Benton

Cambridge, Mass.

January 31. 1873.

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M. Boston Mass.

My dear Sir,

The undersigned and his wife of Mount Lebanon, Syria earnestly desire the sanction of the Prudential Committee in agreement to regard as salary the sums already received from Rev S. H. Calhoun, Treasurer of the Syria Mission June 1861, and from the treasurer of A.B.C.F.M. July 1869, on account of salaries payment whereof having been demanded and withheld. I ask the Committee to continue.

Respectfully submitted
William A. Benton
"

Cambridge, Mass.
January 31, 1878.
"

Rev. Wm. A. Benton,

Cambridge, Jan. 31, 1873.

Recd. Feb. 1, 1873.

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston Mass.

My Dear Sir,

Whereas the Business Committee at Salem October 5. 1871 received "a claim upon the treasury of A. B. C. F. M. for the sum of $22.187.15 on account of Salaries payment whereof had been demanded and withheld in Syria from July 31. 1839, I think that it was necessary and proper to refer that claim on charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of the Syria Mission to the Corporate action of the Board.

The right and privilege of your Missionaries formerly members of said Mission to regard as salary

the Sums already received from Mr Calhoun June 1861 to the extent of $1474.42 we cheerfully acknowledge at the Missionary House in Boston July 21. 1869; and gratefully accepted the sums advanced by the Committee on the Score and Account of Salaries payment whereof I claim to have been unlawfully withheld from me by Mr Calhoun and his associates in Syria from July 1859.—

That a final settlement was made with them for the sums already received from Mr Calhoun June 1861 to the extent of $1474.42 on account of Salaries your Missionaries should acknowledge, inasmuch as the Committee consider this legally and morally conclusive,

But Mr Calhoun appeared to deny validity and legality of the account of salaries in part

and in whole from 1859 to 1869; — and to express his desire that the case should be submitted on its merits, to the Court of the United States Consulate General, at Beirut, Syria, early in 1868; having declined amicable adjustment and friendly arbitration proposed by the Court. So it was necessary and proper to agree at his expressed desire and official responsibility to submit the case for consular or judicial adjudication, subject of course to the revision of the Prudential Committee.

Without the sanction and against the wishes of the Prudential Committee, I apprehend that Mr Calhoun declined amicable adjustment and friendly arbitration proposed by said Court, and appeared to deny the right and privilege of plaintiff in accordance with instructions to regard at salary

the Trust Already received June 1861
in the account from July 1869; and to
desire our necessary agreement to
submit "the petition and the denial
thereof" in a civil case.

The Court stated that the effect of
"this agreement would be equivalent
and practically amount at least
to withdrawal or abandonment
of this claim upon Mr Calhoun
in his personal liabilities." etc

Earnest protest against our return
to Syria for the Missionary work in
Lebanon, signed by Dr Thomson and others,
must be lamented. It must accord entirely
with the statement of the Court on agreement
of the parties at trial to submit the case,
at the direction of your Honorable
Committee if the Lord will.

Respectfully submitted

William A Benton

Cambridgeport Mass
February 18 73.

Messrs Clark & Head
Secretaries of A. B. C. F. M.
Dear Brethren,

Dr Anderson wrote to Mr Calhoun September 21. 1861:
"You was authorized to continue the payment of Mr Benton's salary, etc. You did what you and your associates thought was right in the existing circumstances; and that was an end of the matter."

"The Prudential Committee do not at all recognize Mr Benton's claim", &c. However Mr Calhoun wrote to me December 4. 1862:-
"The treasurer of the Mission has always felt that the matter was substantially left to his own responsibility and that of the Mission"

February 4. 1862 Mr Treat was instructed by the Prudential Committee to say to Mr Calhoun: "The construction you have put upon Dr Anderson's note -- accords entirely with their own view of the case. The claim which he (Mr Benton) makes is inadmissible".

March 7. 1865 Dr A. wrote again: "Your brother asks the Prudential Committee to make an advance of $500 on the score of a salary which he claims to have been unlawfully withheld from him by the Syria Mission" And from August 1864 I was advised not to think that any intentional or actual injury has been done by any one, and that "all has been done that justice and humanity demanded" -- "the Prudential Committee not knowing what more they can do" etc

Now dear Brethren. I have to acknowledge and lament the necessities for agreement

to Commence this Suit against Revd. A Calhoun as Treasurer of its Syria Mission or against the Treasury of the A. B. C. F. M. Judgment January 1. 1868 for the sum of $12.038.16 on account of Salaries for two years past with interest compounded at twelve per cent per annum for the whole time.

It was further sum of $22.181.15
October 5. 1871. and estimated of 750
Salary for 1872. and interest 2878.05
amounting to $25.809.20
October 1872. And 1873. 750
Salary and interest 3333.40
Total Amount October next $29.892.40
And Salary for 1874 750
$30.642.40
payment whereof having been demanded and withheld I ask the Court to Enforce.

If it was necessary and proper to acquiesce in Action of June 1861

Rev. W. A. Benton.

Cambridge, Feb. 15, 1873.

Rec'd. Feb. 17th

Appeal both for comfortable support and executive separation from A. B. C. F. M. —

Reference of the case to the Prudential Committee. Said Dr Smith in general meeting of 1853 would be a publication of the Mission's shame. Claim upon the treasury of the Board is necessary. Proper and expedient as grounds for protest against right or leave to return for the missionary work in Lebanon if the Lord will.

Have missionaries as citizens no rights which the brethren in Syria are bound to respect? Immediate answer requested.

Very Truly Yours
W. A. Benton

Cambridge Mass
February 15, 1873.

Rev. W. A. Benton

Cambridge Feb. 22, 1873.

Rec'd Feb. 26.

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M.

Dear Sir,

In April 1860 at our humble residence on the Goodly Mountain Lebanon we rejoiced to see a member of the Prudential Committee and his lady from America, and welcome them as angels of God.

To our inquiry, Can the Mission separate Missionaries of A. B. C. F. M. in Foreign Countries from its Connection? It was intimated that the Committee must see that such separation is not done without sufficient cause.

It was evident from resolutions of its Syria Mission October 1858 and February 1859 incorporated

in Action of June 8. 1859 as explained October 19. 1859. Nor can we deny that it was the intention of the Prudential Committee to effect our recall from Syria. Release from our connection with its Syria Mission June 8. 1859 and from the Board on mutual agreement was possible and perhaps necessary and expedient as much as our recall

But it was resolved early in the Summer of 1860 to defer the question of our separation from the Board. and the treasurer of its Syria Mission was privately instructed to continue the payment of my salary at the rate of $750 per annum. until our departure from Syria.

In June 1861 entire concurrence of the Committee with the Mission in opinion that we ought no longer to remain at Beirut

as Missionaries of A.B.C.F.M. could not alter, nor weaken that order if "the Treasurer should receive farther instructions from the Committee on the subject not knowing what more they can do"..... For our comfortable dissent in Syria. Because concurrence of superior in subordinate authority can be no executive action beyond its appropriate jurisdiction. And certainly the Committee had absolute right to confer fully with its Missionaries in opinion and conclusion if you please that our connection with the Board ought to be, and is accordingly dissolved. if we should cheerfully acquiesce.

But we had incontrovertible right in accordance with private and farther instructions to continue and regard as salary the sum already received from said Treasurer whatever others may say in

account of Salaries from July 1859
to June 29. 1861. subject to revision
of the Prudential Committee toward
its Mission. and Missionaries of the
American Board. The cause of
Separation originated from its Mission
whether it was right or wrong and involved
necessity or at least possibility to institute
and submit action in a civil case
against Mr Calhoun. or A. L. Hill
if You should approve, said action,
or agreement at his expressed desire,
and official responsibility after
declining amicable adjustment
and friendly arbitration proposed
by the Court. denying validity and
legality of the account charged
in the petition in whole and in
part from 1859 to 1869. and 1873.

Respectfully Submitted

W. A. Benton

Cambridge Mass
Saturday February 22. 1873.

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston Mass. U. S. A.

My Dear Sir.

Notice of the final vote received from the Prudential Committee June 8. 1872 was no amicable adjustment or friendly arbitration of our large claim upon the treasury of the American Board for the sum of Either $22.181.15 on account of salaries Oct. 1871 or 25.809.20 in account of the year past. with interest compounded at U. S legal rate in Syria. Having laid the case once more before the Prudential Committee after some consideration it was voted as I understand that there can be no occasion for farther conference in a civil case.

Instituted in the necessary forms

for the prosecution of his individual as treasurer of its Syria Mission. therefore Suit was commenced in a Civil Case against Rev. J. H. Calhoun treasurer of said Mission. to enforce or "Continue the payment of my salary at the rate of $750 per annum".

Necessity and propriety of the action to commence suit on petition to the United States Consular Court at Beirut Syria; and agree to submit the Case on its Merits must be evident to the Prudential Committee. as necessity or expediency of the action to separate from the Board. Missionaries formerly in Connection with its Syria Mission, and vote that there can be no occasion for further conference on the subject.

The Court proposed Amicable Settlement and friendly arbitration Examined the Evidence introduced in demonstration of the claim. and

stated the Effect of this agreement for withdrawal or abandonment of the Claims on Mr Calhoun in his personal liabilities. Payment of Salaries demanded and withheld from the Summer of 1869 Mr Calhoun pretended to have made for Charities. And the Prudential Committee in view of past action. do not at all recognize a claim upon the treasury of the Board for the sum of $22.181.15 on account of Salaries. Inasmuch as the vote received June 1872 is no recognition of the account for Salaries charged and proved in the petition and allowed in the report adopted by the Board at Salem October 1871. for ten years past. with interest compounded at twelve per cent per annum for the whole time.

On agreement to submit the case without further discussion therefore, I am obliged to understand or agree that the Journal of the Court should

Rev. Wm. A. Benton.

Cambridge, Feb. 28, 1873.

Rec'd March 12.

Contains simply the petition and the denial thereof:- that the parties at trial should be confined as closely as may be to the averment and the denial which shall not be altered after filing except on leave granted in open Court:- and that interest be payable quarterly in advance.

In this agreement without further discussion. of course there can be no occasion for farther conference to commence suit, and confine the parties at trial as closely and judicially as may be to the petition and the denial thereof, and ask the Court to enforce. unless "the treasurer of the Mission (or of the Board) should receive farther instructions from the Committee on the subject". I am sorry to be obliged to ask an urge a payment of $500 on the score of $ 30.642.60

Very truly Yours
W. A. Benton

Cambridge Mass.
February 28. 1873

Immediate

Rev. W. A. Benton.

Cambridge, Mar. 5, 1873.

Rec'd. Mar. 12 –

C. Stoddard Esquire
Chairman of Prudential Committee
A.B.C.F.M. Boston. Mass. U.S.A.

My Dear Sir,

In accordance with private and further instructions given in Pastraction of June 1861 and the vote of the Prudential Committee received June 8. 1872, there can be no occasion for further conference to prove the charge for indebtedness against Rev. S. H. Calhoun as treasurer of its Syria Mission and agree at his expressed desire and election to submit the account charged in the petition for Consular adjudication at Beirut Syria, February 1868.

Subservient to the laws of Gov and of the United States Consular Government in Syria. Therefore I was obliged to represent and

I have sought the appropriate statement, and sanction of fraternal agreement from your Committee.

My right to regard as salary the sum of $14,74.42 already received since 1861 was acknowledged July 1869. in account of salaries due from July 1859 to June 1861. But validity and legality of the account was denied by your Agent whose action was approved.

Denial without proof must go for nothing however approved.

Questions of separation from the Mission and from A.B.C.F.M. and separation of the Mission from the Board to become a Mission of another Board have left us "a claim upon the treasury of A.B.C.F.M." in accordance with instructions given in Executive Action to separate as June 1861. and no occasion for further conference in the case unless you please.

As I have proved the charge for indebtedness from private and further instructions of the Prudential Committee June 1861 against Mr Calhoun, Treasurer of the Syria Mission, and Agent of the American Board in Syria at that time, so I can if I must prove that indebtedness of the Agencies in law and equity indebtedness of A.B.C.F.M. Desire of its Agent must be considered in the circumstances desire of A.B.C.F.M. unless it be disapproved or discountenanced. Action of Agent unsanctioned by the Prudential Committee, however, I have uniformly felt - in honor and duty to refer to the Prudential Committee. Denial of the truth, or demonstration of a charge, especially in regard to the sum of $14774.42 on account of salaries already received and expended June 1861 was worse than absurd. It was demonstratively false.

I do therefore refer the account once more from yesterday date for proper recognition of the Prudential Committee and ask a compliance with your kind order of June 1861 given in Action of June 1860 and 1861 to "continue the payment of Mr Benton's Salary" —

Please find herewith enclosed a communication of February 28th and acknowledge of you please appropriation of $500 currency paid me July 21. 1869 to be expended unless objection be made for the expenses of our return to Syria if the Lord will —

With Christian regards to the Prudential Committee I am dear Sir, Very respectfully Yours

Cambridge William A Benton

March 5. 1873.

C. Stoddard Esquire
Chairman of Prudential Committee.
A. B. C. F. M. Boston Mass. U.S.A.

My Dear Sir,

I am sorry to be obliged to write another communication, and "ask the Prudential Committee to make an advance of $500" etc. If the Committee "do not at all recognize our claims" or "would not think it wise in any way to countenance a claim upon the treasury of the A.B.C.F.M." how can it be possible in view of $1474.42 already received and expended as salary June 1861, to "consider this legally and morally conclusive" in spite of such claim from July 1859 to June 1861? Is it possible?—

However we did as we could

"ask the Committee to make an advance of $500 on the score" of what was due missionaries July 1869. as intimated in Dr Anderson's letter to my brother of March 7. 1865 Eight years ago this date. At the same time we asked and accepted as a gratuity if you please Two Hundred pounds stg. in the case. It was proposed in any settlement however that we should allow that sum to be placed to my debit according to agreement for withdrawal or abandonment of all our protests and claims against the treasury of its Syria Mission. Conditional on payment of salary in accordance with instructions private and executive indicated and given in official action of June 1861 and in corporate action of October 1871.

I am surprised that amicable adjustment and friendly arbitration. proposed by the Court, being declined by Mr Galbraith for the defence,

should have no revision or sanction from the Prudential Committee, and that there should be no recognition, but only denial of "a claim upon the treasury of A B C F M" presented from July 1859 to the present time.

If "the Prudential Committee hold that our connection with them is still unbroken and remonstrate against our connecting with another Society", as certified from the Secretary of the Lebanon Schools Committee December 1862, and I wrote you and sent from yesterdays date, is it or ought it to be true that "there can be no occasion for further conference" to prosecute the missionary work in Lebanon? Ought we to have been recalled June 8, 1859 or separated from A B C F M June 1861? at the unanimous request and action of the brethren in Syria?

Said Dr Smith at the General Meeting of the Mission in 1853 reference of the case would be

"a Publication of the Mission's Shame"!
We would not have the publication
of such disgrace to the world.

Combined Action of Mr Calhoun
and his associates I claim to have been
unlawful as earnest protest of Dr Thomson
and others against our return is
groundless and anomalous. Against
Instructions and demands on the subject,
denial of the truth validity and legality
of the Account must be false in part for
Fund Already received and expended
since 1861. — Now will this Endentured
Committee please revise the action of
its Authorized Agent, or sanction Agreement
to withdraw all our protests and claims
against him as treasurer of its Mission;
recognize what justice demanded
for our Comfortable support in Syria,
and much oblige,

Cambridge
March 7. 1873.

Very Truly Yours
W. A. Benton

A. B. C. F. M.

Whereas in Executive Action of June 1861 to separate them from A. B. C. F. M. the undersigned and his wife of Bhamdun, Mount Lebanon, Syria, rejoiced to find that "Rev S. H. Calhoun Treasurer of its Syria Mission June 1860 was privately instructed and that the treasurer should receive further instructions to continue the payment of Mr Benton's salary, &c

Whereas in sums already received from said treasurer on account of salaries at that date, due them as missionaries of A B C F M, Mr and Mrs Benton should feel that all their pecuniary claims have been fully met on this subject pro tanto in a civil case; And

Whereas in view of past action by the Committee, and by the Board at its last annual meeting, having presented the revised account for another

year. Plaintiff and his wife received notice from Rev. G. Clark D.D. who "laid the case once more before the Prudential Committee after some consideration it was voted that there can be no occasion for further conference".

Now therefore on agreement for withdrawal or abandonment of all our protests and claims against Rev. H. Malhorn treasurer of said Mission - its individual members and A.B.C.F.M. I am obliged in honor and duty to refer "a claim upon the treasury of the Board for the sum of $30.642.60 on account of salaries for fifteen years with interest to the Prudential Committee. including estimate of $750 salary alone for 1874

Respectfully submitted

William A. Benton

Cambridge Mass
March 10. 1873.

Rev. Wm. A. Benton.

Cambridge, March 10, 1873.

Rec'd. Mar. 11th.

C. Stoddard Esquire
Chairman of Prudential Committee
ABCFM. Boston Mass U.S.A.

My Dear Sir,

Separated from its Syria Mission June 8. 1859. You Committee know that the brethren in Syria decided July 30. 1859 to approve the votes of the previous day. viz:-

First- that they could see no reason to accede to our request that they should write and ask the Prudential Committee to reverse the act of separation

Secondly that in reference to the time and mode of our departure for the United States the instructions of the Prudential Committee on that subject are sufficiently explicit and meet the views of said Mission.

Now the earnest protest of Dr Thomson

and others against our return to Syria endorsed in Corporate action at Salem October 5. 1871 is in evident accordance with the action of July 1859 And the brethren call it. Missionary discipline for a member formerly of Mission

Separated from the Board June 1861 I was surprised to find that Rev S H Calhoun "was privately instructed to continue the payment of my salary". and I learn subsequently that "All had been done which justice and humanity demanded for our comfortable support in Syria"

In this provision made. it was intimated that no retrospective action was intended And that the word "Salary" was incautiously used. The Prudential Committee did "not at all recognize Mr Benton's claims", as Dr Anderson wrote Mr Calhoun Sept 21. 1861 "Mr Benton must be told that we have no more payments to make to him in Syria. nor you are

on account of the Board".

Obligation to make more payments to me in Syria, in this double negative "nor you have no more payments to make" it was confined to said Agent - authorized June 1861 and privately instructed June/60 "to continue the payment of my salary" on demand from acceptance of this Executive Order of Th. B Wolcott -

The right to regard the sum of $14,74.42 already received from him June 1861, on account of salaries, from July 1859 to that date, was fully conceded July 1869. Admit this right - of Plaintiff in a civil case between Missionaries of A B C F M formerly in connection with its Syria Mission before said Mission was transferred to another Board, instituted in the necessary forms for the prosecution. ought we not cheerfully to concede that "all our pecuniary claims have been

fully met" pro tanto, in a civil case?
and ask the Court to Enforce the
Payment of "All that justice
demanded" in the Court of the
U. S. Consulate General at Beirut
Syria from 1861 to this time? —

Revision or Sanction of this
agreement however, must be essential
to "a final settlement", in part, of "a
Claim upon the treasury of U. S. &
for the sum of $30.642.60 on
account of Salaries", for fifteen years,
including estimate for 1874, with
interest payable quarterly in advance,
from January 1. 1868 at U. S. legal
rate. Beirut Syria if you please.

All which is respectfully
submitted.

Very truly Yours
William A. Benton
"

Cambridge
March 1873.
"

Immediate

Resolved at Salem October 5. 1871.

That it is held by the Board to be the duty of the Prudential Committee alike to the individual Missionary to his brethren in the same field, and to the Churches which support them to recall such Missionary who, from any cause, fails to work in harmony with his brethren, and make such provision for the support of himself and family as circumstances require.

Separated from its Syria Mission June 8 1859 and from A.B.C.F.M. June 29. 1861 the Undersigned and his wife of Mount Lebanon Syria in view of this resolution ask the Prudential Committee to make or sanction "an advance of $500 on the score of a salary which they claim to have been unlawfully withheld from plaintiff by the Syria Mission in a civil case."

Respectfully submitted

William A. Benton

Cambridge
March 1873

Rev. Wm. A. Benton.

Cambridge, March – 1873.

Rec'd. Mar. 12 th.

Rev. Wm. A. Benton.

Cambridge, Mar. 14, 1873.

Recd. March 19th.

C. Stoddard Esquire.
Chairman of Prudential Committee
A. B. C. F. M. Boston, Ms.

My Dear Sir,

In consideration of the final vote from the Prudential Committee received June 8. 1872 I am sorry to be obliged to agree that there can be no occasion for further conference, without the sanction and against the wishes of your Committee.

It can be no mutual agreement without revision or sanction to regard as salary the sums already received from Rev S. H Calhoun. Treasurer of its Syria Mission June 1861; or an advance of $500 on the score of a salary from 1859 to 1869 paid me from the Treasury of the Board July 1869 -

This obligation of course is necessary as well as fraternal in accordance with instructions, and judicial statement of the Court in a civil case if you please. And we gratefully accepted the sum of two hundred pounds sterling at the same time to be remitted to Beirut by the Board, as well as of five hundred dollars paid me in advance on the score of a salary payment whereof I must ever to have been demanded and withheld from the summer of 1859 to 1869.

Now I claim to have charged, and proved the charge for indebtedness against Rev. L. H. Calhoun as treasurer of its Syria Mission in open Court early in 1868; and yielded to agree at his expressed desire, and responsibility that the case, instituted in the necessary forms, should be submitted on its merits to said Court; and that I should

"ask the Court to enforce".

Amicable adjustment and friendly arbitration proposed by the Court being declined by the defense, therefore I ask the Prudential Committee not only to make or sanction "advance of $500 on the score of fee salary" but especially to revise unlawful action of McCalhoun denying validity and legality of the account in whole and in part from 1859 to 1869 and refusing the proposition of the Court for fraternal settlement of the whole "claim upon the treasury of the Board on account of salaries in the case from discontinuation to resumption of the payment required from one to another person or party as citizens of the United States -

The statement of the Court for withdrawal or abandonment

of the claim upon Mr Leathom in his personal liabilities. must be judicial as it was true and final as Examination in the Case.

So Statement of "a claim upon the Treasury of A.B.C.F.M. for the sum of $30.642.60 on account of Salaries Fifteen Years including Estimate of Salary alone for another Year to come ought to be allowed in a civil case if you please.

I am sorry to be obliged to write another letter on the Subject, and am with Christian regards to the Committee and all the Missions of A.B.C.F.M.

Very Respectfully Yours

W. A. Benton

Cambridge Mass.

March 14 1873.

Rev. Wm. A. Benton.
Concord N. H.
Saturday March 15. 1873

Stoddard Esquire Recd Mar. 19th
Chairman of Prudential Committee
A. B. C. F. M. Boston, Ms.

My Dear Sir

In my last letter to you from yesterdays date at Cambridge I have laid before the Prudential Committee or intended to have laid once more, "A claim upon the treasury of A. B. C. F. M. for the sum of $30. 642. 66 on account of salaries for fifteen years including climate for another year with interest compounded at twelve per cent per annum for the whole time".

Held in the Journal of the Court of the United States Consulate General at Beirut Syria, on agreement to submit the case on its merits to said Court if you approve, I am sure that this claim is good.

that action to submit the case I am sure was action to accord cheerfully as possible with its resolutions and practically acknowledge the authority of its Syria Mission expressed in the desire. office, and responsibility of Mr Calhoun in a civil case. I am sure that this claim is good as the petition, or the denial thereof; and good as our right to regard as salary $1474.42 already received from Mr Calhoun on account of salaries from the Summer of 1859 to 1861 if you please, or as lawful interest payable quarterly in advance if it may please the Court from January 1868. on demand.

Of the truth of the account charged in the petition, I am indeed more sure on demonstration in open Court from the necessities of the case than I am of the

preservation or continuance of this life for the year to come.

I am fully persuaded of the Scriptural obligation that we should "submit to every ordinance of man for the Lord's sake"; and "ask the Court to enforce" if I must: this right of petition is evident as the report adopted by the Board at Salem Oct. 5 1871. or as the final vote received from the Prudential Committee June 8. 1872.

In neglect of and action against honor and duty required and demanded from one to another citizen or party in this case instituted in the necessary form for the prosecution of Mr Calhoun ex Treasurer of Lots Hyde Mission. I know not how much more or longer we must suffer. This duty was required from him privately instructed June 1860 advising with his associates Nov. 1860 and officially authorized June 1861

in Executive Action to separate us from A. B. C. F. M. And from June 1861 payment has been demanded and withheld under instructions as all parties agree. So agreement is necessary at commencement of suit and submission of case before said Court early in 1868.

It can be no part or principle of Christianity to agree that there can be no occasion for further conference if the Lord require perpetual occasion to confer upon the subject: and if it be necessary to transfer from its authorized Agents to its Executive administration in Syria our large claim upon the Treasury of A B C F M. This claim is good for withdrawal or abandonment against Mr Calhoun who as Treasurer of the Mission has always felt that the matter was substantially left to his own responsibility that of

its Syria Mission.

The Business Committee construed petition for leave in writing of the Board to return into a request to be returned to Syria. This construction seemed to represent me ready to be returned to Syria by the Board without evidence in support of such representation or construction of the Committee. Of course in the judgment of the Committee in the existing circumstances such request could not be entertained. But it should be stated that there was sent to the Prudential Committee an earnest protest against our return signed by all the members of the Mission. Is this statement of the Committee true. Is it right? Is it lawful? Is it expedient? Do the Prudential Committee approve or discountenance

the facts in the Mission to set aside private and further instructions from the Prudential Committee June 1861 and personal demand from the United States Consulate at Beirut a few days before the date of action for our separation from A.B.C.F.M. and from the Court on agreement to submit the case early in 1868?

Now in corporate action to transfer its Syria Mission to another Board. the Business Committee did allow it should be stated that there was a protest against our honor and duty to resume our proper missionary work in Lebanon this statement was equally against petition for leave to return and request to be returned to Syria, in a civil case if the Prudential Committee sanction or approve this protest against missionaries from Syria.

We lament the occurence of an earnest protest from Dr Thomson and others. and necessity of avernment that payment has been demanded and withheld, and of agreement to commence suit against Esther S. H Calhoun Citizen of A B & S. M. Corporation of the United States - We are not responsible for that occurrence, necessity or agreement at the expressed desire and suggestion of Mr Calhoun to commence suit and submit the case. of right of petition demonstrated right to claim lawful interest on demonstration of the charge for indebtedness against Rev. H Calhoun as treasurer of said Mission in open court of February 1868. more than the sums already received June 1861 must be

demanded to meet payments of interest in 1868 alone, due at the Missionary House in Boston July 21. 1869 on demand.

The action of the Sub Committee I have more than once sought to refer for revision or sanction to the Prudential Committee, but their instructions bind the Agents more than opinions. Denial or protest of Agents bind the executive administration of A.B.C.F.M.

Mr Treat intimated that the Prudential Committee approve the fraternal transaction of July 1869 in which you know that there was or could be no receipt without payment of the sums received on account of salaries from July 1859 to June 1861. subject to the sanction of A.B.C.F.M.

Very respectfully yours
William A Benton

"

Concord N. H.
March 19. 1853.

Rev R. Anderson D.D.
Boston, Ms.
My Dear Sir,

I take pleasure in enclosing herewith a circular in which Mr Benton has taken leave to refer the Christian World to you among others for information in respect to a course of lectures on Bible Lands.

While there can be no occasion for further correspondence on the subject of a claim upon the treasury of U. B. S. I am constrained to recognize the loving kindness of the Lord in the favor and success of Mr Benton's lectures.

I am sorry to be obliged to delay proper arrangements for our return to resume proper missionary work in Lebanon and secure comfortable support

pledged to us as missionaries of A.B.C.F.M. formerly in connection with its Syria Mission. I am sure that instructions from the Prudential Committee should bind and authorize official action of its authorized agent "to continue the payment of Mr Benton's salary" on demand since June 1861 –

I beg herewith to refer consideration on the subject of this official assurance, and petition for the necessary action of the Prudential Committee on agreement to submit the case on its merits; and consequent statement of the court for a withdrawal or abandonment of this claim upon Mr Calhoun.

With best regards to the Committee, I am as ever

Very truly yours

W. A. Benton

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In consideration of our agreement, I must cheerfully regard as salary the sums already received from Rev S. H Calhoun, Treasurer of its Syria Mission in account from July 1859 to June 1861; as well as the donations advanced at the Missionary House in Boston July 1869. in a civil case if you please.

Regarded as salary of course as missionaries of A. B. C. F. M. formerly in connection with its Syria Mission. We ought to feel that all our pecuniary claims have been fully met on the subject in accordance with private and farther instructions from the Committee June 1861

Acknowledgment of course must imply payment of these sums

on account of salaries, and fully demonstrate validity and legality of the account charged in the petition to the Court of the United States Consulate General at Beirut Syria, and held in the journal thereof, February 1868.

The rule of said Court is that "parties at trial should be confined as closely as may be to the averment and the denial" thereof "in the necessary forms for the prosecution, etc

Considerations in support of the charge for indebtedness against said defendant, I have the honor and duty to urge in the circumstances and necessities of the case, because

I "The treasurer of the Mission was privately instructed" June 1860: and "should receive further instructions, "to continue the payment of Mr Beurton's salary" &c

II "You (Treasurer &c) was authorized to continue the payment of Mr Benton's salary for the comfortable support of his family".

III The construction you have put upon Dr Anderson's note in your letter to Mr Benton of December 4. 1862 accords entirely with the Committee's view of the case. The claim which he makes is inadmissible.

IV "Your brother asks the Prudential Committee to make an advance of five hundred dollars on the score of a salary which he claims" &c

V "The Prudential Committee hold that your connection with them is still unbroken and remonstrate against your connecting with another Society"

VI The Sub Committee reassured us that the Board will redeem all

Rev. Wm. A. Benton.

Concord, March 19, 1873.

their pledge given in the 2d.

Rec'd March 21st.

VII The Business Committee at Salem October 5. 1871 received "A claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries" &c. And because,

VIII. The Prudential Committee after some consideration voted that "there can be no occasion for further conference" as intimated to me June last.

In view of these considerations it is necessary and proper to aver as I did, and agree to submit the case on its merits; and, in payment of salary, withdraw or abandon this claim upon Mr Calhoun &c. &c. &c. Subject to come to revision or sanction of the Prudential Committee.

Respectfully submitted

Concord N. H.
March 1873.

W. A. Benton

Rev. Wm. A. Benton,
Concord N. H.
March 20. 1873

Rec'd. Mar. 21.

C. Stoddard Esquire
Chairman of Prudential Committee
A. B. C. F. M. Boston, Mass.

My Dear Sir,

From discontinuation to resumption of the payment of my salary at the rate of $750 per annum, on demand I am obliged to entertain "A claim upon the Treasury of A. B. C. F. M": and cheerfully acknowledge that we ought, the sums already received from Rev S. H. Calhoun, Treasurer of its Syria Mission June 1861, and from the sub-Committee July 21. 1869 on account of Salaries of the Prudential Committee approve.

From necessities of the case, indeed, I am obliged to assume or admit that the Prudential Committee approve the appropriate action of July 1869

or may if they will; and consequently the last final settlement of July 1859 ten years before. The parties at trial of course will readily allow that payment had been demanded and withheld, of salaries and other allowances in Syria June 1861 from the summer of 1859 if you please. And Mr Calhoun in correspondence of July 1861 declared that "instructions from the Committee constituted no order" on the subject.

It was proposed to agree, however on payment of salary authorized in farther instructions of June 1861 for withdrawal of all our protests and claims against the treasurer of the mission - its individual members &c in accordance with the executive order given in the action of June 1861

On recently to aver that payment had been demanded and withheld, it became possible

and expedient to commence proceedings to enforce. unless "the treasurer should receive further instructions from the Committee, to continue the payment of Mr Benton's salary at the rate of $750 per annum"

Now I am sorry to be obliged to feel that there can be no occasion for further conference to agree if I must, that the case should be submitted on its merits for the prosecution of Reos. Calhoun as treasurer of its Syria Mission before the Consular Court at Beirut Syria from January 1868.

The Court judicially stated however that this agreement would be equivalent and practically amount to withdrawal or abandonment of this claim against him in his personal liabilities

In view of this judicial statement

it is impossible to understand how or why the treasurer of the Board shewed a receipt acknowledging the sum of $1474.42 already received on account of salaries due June 1861; as discharging the Board from all farther pecuniary liabilities towards myself and Mrs Benton. No man certainly should subvert a judicial statement of the Court to withdraw this honorable claim against Mr Calhoun.

Instructions I am sure authorized him to continue the payment &c. And we certainly know that "the treasurer of the Mission has always felt that the matter was substantially left to his own responsibility" &c &c.

Therefore interest is payable quarterly in advance if you please

Very truly Yours
W. A. Benton

(1)

Rev. Wm. A. Benton.

Concord, March – 1873.

Recd April 4th.

C. Stoddard Esquire
Chairman of the Prudential Com.
A. B. C. F. M. Boston, Mass,

My Dear Sir,

If there can be no occasion for further conference on the subject of our large "claim upon the treasury of A. B. C. F. M. for the sum of $30.642.60 on account of Salaries" for fifteen years. I am anxious to see the payment which I claim to have been demanded and withheld from July 1859 in a civil case.

I am sorry to be obliged to acknowledge this vote received from the Prudential Committee June 8. 1872.

Of course there can be no occasion for further conference on account of Salaries $25.809.20 for 1872. And Estimate of 750 Salary for this Year. Amount $26,559.20 on demand with interest saw pr 796.77 Total Amount this quarter $27,355.97 if You please. less. 1 47442 already received June 1861 $25.881.55 remaining due March 1873.

We must think the Prudential Committee had exclusive right officially to determine or conclude that missionaries of A B C F M formerly in connection with its Syria Mission should be separated there from June 8. 1859 and from the Board June 29. 1861; not knowing what more they can do for the comfortable support of said missionaries in Syria.

However we lament the necessity

for our separation both from the Mission in 1859 and from the Board in 1861. We must rejoice in the order given in further instructions from the Committee to Rev S. H. Calhoun to "Continue the payment of Mr Benton's Salary at the rate of $750 per annum".

In accordance with this order, and action to separate plaintiff and his wife in a civil case, we have the honor and duty to regard as salary at the authorized rate the sums already received from Mr Calhoun June 1861, consisting of $574.42 balance at last settlement July 1859. $200.00 advanced in 1860 and in 1861. 700.

Total amount from Mr Calhoun $1,474.42

Paid to the for Charities. as defendant alleged in open court of Feb. 1868.

Regarded as salary due us. Missionaries formerly in connection with its Syria Mission June 1861

We ought to feel that all our pecuniary claims have been fully met on this subject — to that date.

Denial of the truth can never weaken nor subvert — validity and legality of the account charged and proved, and submitted in the petition against the defendant as treasurer of said Mission.

Do the Prudential Committee approve the action of its authorized agent in Syria advising with his associates to desire and agree that the case, instituted in the necessary forms for the prosecution, should be submitted on its merits to the Court without further discussion at Beirut Syria, early in 1868?

Immediate answer is desired

Respectfully submitted

W. A. Benton

Concord N. H.

March 29. 1873.

In view of the report adopted by the American Board at Salem October 3. 1871 and the vote of the Prudential Committee received June 8. 1872, it is necessary and proper to represent, what the Business Committee considered, "a claim upon the treasury of A. B. C. F. M. (revised) for the sum of $30.642.50 "on account of Salaries", fifteen years, including estimate for 1874. with interest. etc,

Honor and duty we think required reference of this claim upon the treasury to the annual meeting of A. B. C. F. M. for amicable or consular adjustment or arbitration of "the charge for indebtedness proved against the treasurer of the Syria Mission".

or rather against "the treasury of the Board for ten years past" etc

The Statement of the Business Committee admitted "a claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries" & this Statement was true, but omitted to recognize this claim as "the account presented from and held in the Journal of the Consular Court at Beirut, Syria, in a civil case, early in 1868. —

Hence we have the sum of $22181.15
received October 5. 1871 Estimates of 3.628.05
Salary and interest for 1872. and 750
for the present year — Amount $26.559.20
on demand with interest this quarter 796.77
Present value of this Claim $27.355.97
less sums already received, 1.474.42
from Rev. H Calhoun from 1861 to $25.881.55
Concord N.H. Respectfully submitted
March 1873 — W. A. Benton

Concord N. H.
March 20. 1873

Hon Alpheus Hardy
Boston. Ms.

My Dear Sir

I take pleasure to enclose a circular in which Mrs Benton refers to you among others in regard to a course of lectures on Bible Lands. But I must regret the continuance of opposition against our immediate liberty to return to Syria. For the necessary prosecution of our Missionary work in Lebanon.

Constrained to agree that the case should be submitted

on its merits for consular adjudication early in 1868 it was necessary and proper to aver that payment had been demanded and withheld from 1859 to 1869 ten years past, and see for the account charged in the petition for revision or sanction to the Prudential Committee, and to the Board at Salem October 5. 1871.

I am surprised, that there can be no occasion for farther correspondence to commence suit if it must for "payment of authorized salary on demand, with interest, payable quarterly in advance." I have no knowledge of what I can do more for amicable adjustment of the account charged in the petition.

With Christian regards I am dear Sir,

Very Truly Yours
W. A. Benton

Rev. Wm. A. Benton to
Hon. A. Hardy.

Concord, March 20, 1873.

Rec'd April 1st.

Concord N. H.
March 20. 1873.

Rev E. K. Alden DD.
South Boston, Mass

Dear Sir.

I take pleasure in the testimonies and references of the circular herewith enclosed.

But I am sorry to be obliged to concur in Mr Benton's course of lectures on Bible Lands, and suffer wrong, from necessary delay of our return to Syria for proper missionary work in Lebanon. It is impossible for missionaries of the Board formerly in connection with its Syria Mission to feel that "a final settlement was made with them" for the sum, without the payment of $1474.42 on account of salaries

from the Summer of 1859 to 1861

Mr Calhoun advising with the brethren "has always felt that the matter was substantially left to his own responsibility and that of its Syria Mission. Dr Anderson wrote him September 21. 1861 that "you was authorized to continue the payment of Mr Benton's salary &c you did what you and your associates thought was best & right in the circumstances, and that was an end of the matter."

Dr Clark wrote me last year that we can have no claim on the order given in Aug and June 1861 for salary. And so it was voted that there can be no occasion for farther conference to commence suit. at the expressed desire of defense

Very truly Yours
W. A. Benton.

Rev. Wm. A. Benton to Dr. Alden

Concord, March 20, 1873.

Rec'd April 1st.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston Mass.

My dear Sir,

At my first visit to the Missionary House January 1847, it was asked me if I would go single, or married? Having received a line of introduction to the Pastor of the Church where Mrs Benton was formerly a Member, I concluded to go married. after ordination as an Evangelist to Syria,

Now I am constrained to reconsider the question and conclude to go single unless we have leave in writing of the Board to return with Mrs Benton the third time to Syria if the Lord will.

On necessary agreement to commence suit and submit the case on its merits and charge for indebtedness proved against Mr Calhoun, I have sent the account to me for the large claim upon the treasury of A.B.C.F.M. on account of salaries to the Prudential Committee in evident accordance with his expressed desire personal relief and official responsibility.

Instituted in the necessary forms, I claim to have proved the charge, and submitted the case on its merits in harmonious action with the treasurer and his associates known as the Syria Mission A.B.C.F.M.

Obliged to this agreement, I claim also to have established a plaintiffs right to interest at U.S. legal rate in Syria and prosecution of the suit if I must against the treasury of A.B.C.F.M. for the

Sum of ——————— $30,642.60
on account of Salaries. Fifteen Years
including Estimate for 1874. with
interest. &c.

I am sorry to be obliged to
deny false assumptions that I have
"discharged the Board from all farther
liabilities" and challenge the Executive
Officers to produce evidence in
support thereof, or satisfactory
explanation for such discharge and
consideration that it is "legally and
finally conclusive".

I challenge the actuals conclude
that our connection with the Board
ought to be and is accordingly dissolved
from June 1861. I challenge the
groundless construction put upon
official action of June 1861 for our
separation from A. B. C. F. M.
in action to deny validity and
legality of the account received

Rev. Wm. A. Benton

Concord, Mar. 24, 1873.

of $164.42 Salary June 1861
Recd. Mar. 25.
of $12.038.16, Charged in the petition
of $22.181.15 received at Salem;
of $25.809.20 presented for last year;
and $30.642.60 held for the present year,
including Estimate of Salary for 1874.

Anxious to agree on payment of Salary for withdrawal or abandonment of this claim when Mr Calhoun I ask and urge the Prudential Committee to grant at Salary expended the sum already advanced June 1861, and the donations advanced on the score of the account July 1869.

Respectfully submitted
W. A. Benton

Concord N. H.
Monday March 24, 1873.

Immediate answer is desired.

Rev S. B. Treat,
Clerk of the Prudential Committee
A B C F M. Boston, Mass.

My Dear Sir,

With the understanding that the Journal of the Court should contain simply the petition and the denial thereof I am obliged to accord with the expressed desire of the defense, and agree to submit the case on its merits, and ask the Court to enforce

This agreement of the parties at trial, I think, confined the case as closely as may be to the necessary forms for the prosecution of Rev S. H. Calhoun, as treasurer of its Syria Mission.

The only checks to restrain

his unlawful action advising with the brethren to withhold, (and subvert Executive order to continue,) "the payment of Mr Benton's Salary" on demand are the civil penalties of interest. from commencement of proceedings. payable quarterly in advance.

Expressed desire not only to submit the case on its merits but also to commence suit against A.B.C.F.M in Syria if the Prudential Committee approve was in evident accordance with unlawful action to subvert order in further instructions. And as intimated by the treasurer of the Board December 20. 1869 the Prud. Committee hold us down agreement for withdrawal or abandonment of this claim upon Mr Calhoun in his personal liabilities.—

Confined simply to the petition

therefore I have presented the Account Charged, proved and held in the Journal of said Court for withdrawal and transfer from its Authorized Agent to the Executive administration and order of A B Cobb given in official action of June 1861. Introduced as evidence this order proved the Charge for indebtedness against Mr Calhoun as Treasurer of the Mission. It is held in said Journal to secure "the payment of Mr Benton's Salary" on demand with interest, &c

In accordance with usage for Missionaries of the Board formerly in connection with its Syria Mission I have presented a claim upon the treasury of the Board for the sum of $30.642.60 on account of Salaries from 1859 to 1874 including estimates for the half-. present and next year.

Rev. Wm. A. Benton.

Concord, Mar. 24, 1873.

Rec'd Mar. 25.

interest for the Past Year Excepted.

The account presented and reviewed at Salem October 5. 1871, contained no estimate of "salary" for the year 1872 but "for ten years past with interest compounded, &c

Plaintiff and his wife see no reason to admit that "a final settlement was made with them"; or to "consider this legally and morally conclusive". They did not, do not agree to have discharged A. B. & T. M. Firm all further pecuniary liabilities toward them on account of salaries either from June 1861. or July 1869.

Respectfully submitted

W. A. Benton

Concord N. H.

Monday March 24. 1873.

"

Immediate answer is desired -

Rev. Wm. A. Benton

Concord, March 22, 1873.

Recd Mar. 24.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Ms.

My Dear Sir,

Instituted in the necessary forms for the prosecution to enforce on charge for indebtedness proved against Rev S. H. Calhoun as Treasurer of its Syria Mission. I have referred a claim upon the Treasury of the Board for the sum of $30.642.60 on account of "Salaries" ~~to the~~ Prudential Committee.

If there can be no occasion for further conference, interest is payable quarterly in advance (January, April, July, and October) from commencement of proceedings in civil suit against A. B. C. F. M.

Without the consent of missionaries formerly in connection with its Syria Mission, separated therefrom June 8 1859 and from the American Board June 29. 1861 it is alleged that in our receipt of "donations for the missionary work in Lebanon, we act without the sanction and against the wishes of the Prudential Committee. However in view of $1474.42 donations already received from Rev S. H. Calhoun June 1861 on account of salaries, did or should we act without the sanction of the Prudential Committee? or in view of $1331.63 donations advanced by the sub Committee at the Missionary House in Boston July 21. 1869? Do the Committee approve or sanction our receipt of such donations for the missionary work in Lebanon either in whole or in part?

Where no sanction, no decision

of agreement to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria; nor evidence of amicable adjustment or friendly arbitration of the account herewith presented from discontinuation of the payments of salary and other allowances in the summer of 1859.

Our right, as well as readiness to regard as salary donations for the missionary work in Lebanon already received since 1861 from Mr Calhoun and from Mr Ward July 21. 1869 was indicated in agreement or proposition to agree from the U. S. Consulate on payment of salary for withdrawal of all our protests and claims against the treasury of said mission, its individual members and A. B. C. F. M. in accordance with his private instructions. It was

allowed and evinced in the paper signed without hesitation or objection to regard as salary the sum of $1474.42 already received June 1861 on account of salaries from the summer of 1859 whatever others may say. and gratefully to accept as a gratuity two hundred pounds sterling and five hundred dollars currency on the score of what is or may be found due in this case. A right to demand the payment of salary June 1861; and regard $1474.42 already received from the treasury of the Syria Mission and to feel in honor and duty that all our pecuniary claims have been fully met to that date on the subject or "score of a salary" must be acknowledged if you think "a final settlement was" (or should have been) "made with them"

Concord N.H. Respectfully Submitted
Saturday March 22. 1873. W. A. Benton

Rev. Wm H. Benton
Concord, Mass Feb. 1873
Rec'd " 26.

Rev. S. B. Treat
Clerk of the Prudential Committee
A.B.C.F.M. Boston. Mass.

Dear Sir,

The only checks to restrain unlawful action of the authorized Agent or Executive administration of A.B.C.F.M. to withhold, or allow official action to withhold "the payment of Mr Benton's Salary" on demand in Syria from June 1861 are the civil penalties of "interest compounded at twelve per cent per annum for the whole time" payable quarterly in advance.

In view of our agreement to acquiesce in the Executive action and cheerfully accord

with the order in farther instructions from the Prudential Committee June 1861 in honor and duty we ought to regard as salary expended, the sums already received in the account from July 1859 to June 1861 subject to the proper revision of the Prudential Committee. On this agreement separation from the Board was possible and expedient if the Committee should think that our connection ought to be and is accordingly dissolved –

In our contract I have always considered that the right to separate is evident and necessary if you please as the right to recall missionaries formally in connection with a foreign mission of A B C F M; and that necessity to agree is no compromise of principle

but a Christian duty. "Submit to every ordinance of man for the Lord's sake".

As you can recall so you can separate Missionaries of the Board from its Foreign Mission and from the American Board and even transfer the Mission to another Board if you will.

Separated from the Board June 1861 in view of $1474.42 Salaries Already received. We the undersigned Missionary and his wife did and do most earnestly protest against all action to withhold the payment of salary authorized in private and further instructions from the Committee given in Dr Anderson's letter to both parties at trial June 1861. In receipt of these sums on account of Salaries already due

June 1861. We thought as missionaries to feel that all our pecuniary claims have been fully met on the subject to that date, and suppose that "the Committee consider this legally and morally conclusive"

But Mr Calhoun and his associates combined to advise our separation from its Syria Mission withhold the payment of Mr Benton's salary and desire that the case, instituted in the necessary forms, should be submitted on its merits to the Court of the U.S. Consulate General at Beirut Syria. Hence I have the honor and duty to demand "interest payable at U.S legal rate from commencement of proceedings in a civil case".

Respectfully submitted

W. A. Benton

Concord N.H.
March 25. 1873.

N.B. Immediate attention is desired —

Rev. N. A. Benton

Concord N. H.

March 28. 1873.

Rev S. B. Treat — Rec'd March 29.

Clerk of the Prudential Committee

A. B. C. F. M. Boston Mass

My dear Sir,

I have sent you from the 25th instant a demand for interest at N. H. legal rate on accounts of salaries fifteen years withheld from the summer of 1859. payment whereof I claim to have been unlawfully withheld from me in a civil case before the Court of the United States Consulate General at Beirut, Syria, early in 1868.

That payment had been demanded and withheld from June 1861. said Court of February 1868 is my witness; and neither Mr Calhoun nor its Syria Mission will deny.

However Mr Calhoun appeared

to deny validity and legality of the account in whole and in part to that date from the summer of 1859 as well as from 1859 to 1869. in a civil case. So it was necessary to commence proceedings in the necessary forms for the prosecution to enforce "the payment of Mr Benton's salary" on demand from June 1861

And not only so, but it was necessary also to secure recognition or sanction of the payment of Mr Benton's salary from July 1859 to June 1861. Of this part, Mr Calhoun appeared to deny validity and legality of the old account, as well as of the whole account, from 1859 to 1869 in a civil case.

Personal right to regard as salary the sum already received June 1861 must be, as it was fully acknowledged at the Missionary House in Boston July 21. 1869. subject of course

to the revision or sanction of the Prudential Committee. This right involved obligation to feel that all our pecuniary claims had been fully met on the subject pro tanto if the Committee approve. For almost two years from July 1859 to the date of alleged separation from the Board as its Missionaries June 1861.

Now if it please the Prudential Committee fully to concur with its Syria Mission in the opinion both that we ought no longer to remain or reside in Syria as its Missionaries and that our connection with the Board ought to be and is accordingly dissolved June 1861. It was necessary and proper to acquiesce in the order incorporated in the action from the minute of June 1860 and introduce this order as evidence in demonstration of "a claim upon the treasury of A.B.C.F.M."

for the sum of $30.642.60
on account of Salaries "fifteen
years on demand with interest as
you will see, including Estimate
of $750 Salary for another year.
1874 Unless the sum of $1474.42
already received June 1861 be allowed
and approved on account of Salaries
expended; and denial of validity
and legality of the account in whole
and in part - be discountenanced
and disapproved, that amount
was due for interest payable quarterly
in advance January April July and
October 1868 on the account held
in the Journal of said Court; and
agreement of the parties at trial
to submit the case, on its merits.
for Consular adjudication.

Respectfully submitted

Geneva N.Y. W. A. Benton
March 1873.

4

For the Prudential Committee

Rev. W. A. Benton

A. B. C. F. M.

Rec'd March 29, 1873.

In view of the Report adopted by the American Board at Salem October 5. 1871; and the vote of the Prudential Committee received June 8. 1872. it is necessary and proper to represent, from the Journal of the Consular Court at Beirut, Syria, what the Business Committee at Salem considered "a claim upon the treasury of A. B. C. F. M. for the sum" of $30.642.60 "on account of salaries" for fifteen years including Estimate of "Salary" for another year, with interest at the legal rate for the whole time from suspension to resumption of payments on demand thereof. —

Honor and duty required a reference of this "claim upon the treasury" to the Annual Meeting of A. B. C. F. M. for amicable or Consular adjustment or

arbitration of "the Charge for indebtedness proved against the Treasurer of its Syria Mission" or rather against "the Treasury of the Board for ten years past", October, 1871.

The Statement of the Business Committee admitted "a claim upon the Treasury of the Board for the Sum of $22.181.15 on Account of Salaries". The Statement was true in this respect but omitted to recognize the Account presented firm and held in the Journal of said Court in a civil case,

Hence the Sum of $22.181.15
October 1871 Estimates of 3,028.05
Salary and interest 1872. and 4,083.40
do " do 1873. and 750.
do alone for 1874, Amount $30.642.40

Respectfully Submitted
W A Benton
"

Concord N. H.
March 1873.
"

Cambridge, April 14, 1873.

Rev. Wm. A. Benton

Rec'd. April 14th.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston Mass. U.S.A

My Dear Sir,

In view of past action by the Committee and by the Board at Salem October 5. 1871 there can be no occasion for farther Conference. If we agree to regard as Salary the sum of $1474.42 already received and expended June 1861; in perfect accordance with private instructions given to the Treasurer of its Syria Mission June 1860, and farther instructions June 1861 we should "Consider this legally and morally conclusive".

Constructively we can regard that sum already received on account of salaries due from

1859 to 1861, however alleged to have been paid for charities. Deny validity and legality of the account in whole and in part from 1859 to 1869 if you please. and approve the desire expressed in open Court that the Case should be submitted on its merits to said Court of the United States Consulate General at Beirut Syria February 1868.

That the construction put upon Dr Anderson's note in his letter to me of December 4. 1862. You was instructed by the Prudential Committee to say February 3. 1863 to Mr Calhoun accords entirely with their view of the Case. The claim which he (I) make is inadmissible".

In his construction to have paid me these sums for charities denied validity and legality of the account from 1859 to 1869 the Committee appear to concur-

So his construction in denial of the truth, validity and legality of the Account, however advising both his associates accordantly with their view of the case, as well as in earnest protest against liberty to return to Syria for the prosecution of our proper Missionary work on Lebanon. The only check upon action so anomalous if not even unlawful in the Mission subordinate to the authority of A.B.C.F.M. are the civil penalties of "interest compounded at twelve per cent per annum in Syria payable quarterly in advance."

All the circumstances of such protest, construction denial action or opinion however anomalous, however subversive of religion, liberty, law honor and duty, I must refer

for revision to the Prudential Committee,

That Mr Calhoun has acted in accordance with instructions, and that the Prudential Committee have approved his action in refusing to pay to the additional Monies; and that he "did what said Agent and his associates thought was right in the existing circumstances and that was an end of the matter," it may be expedient to agree. But "the Treasurer of the Mission has always felt that the matter was substantially left to his own responsibility" etc. &c.

Very truly Yours
W. A. Benton

Cambridge
April 14. 1873

Immediate

Rev. W. A. Benton

Cambridge Apr. 25. 1873

Rec'd Apr. 26.

Rev S. B. Treat
Secretary of A. B. C. F. M.
Boston Mass U.S.A.

Dear Sir,

I have, from yesterday's date, sent a final note to the Foreign Secretary in reference to "a claim upon the Treasury of A. B. C. F. M. for hundred $30.642.60 on account of Salaries", etc

I have intimated what, whence when, where, and why this large claim, instituted in the necessary forms, is held upon the Treasury of the Board in a civil case -

I can cheerfully refer to the Prudential Committee, for agreement and settlement, the account, sworn, proved, and submitted for the prosecution of Rev S. H. Calhoun

as Treasurer of its Syria Mission,
in all the necessities of the case.

Inasmuch as Dr Clark did officially concur with the action of Mr Calhoun, whether it is right or wrong, to deny validity and legality of the account in whole and in part from the Summer of 1859; — and

Whereas it pleased you to issue in the Congregationalist of December 8. 1870, against our solicitation and receipt of donations for the Missionary work in Lebanon, and in encouragement to the earnest protest from Dr Thomson and others against liberty or leave to return to Syria; then for agreement to submit the case &c must involve necessity to commence suit to enforce payment of "a claim upon the treasury of A.B.C.F.M." in a civil case. —

So the Business Committee reviewed and stated at Salem Mass October 3. 1871 "A claim upon the Treasury of the Board for the sum of $22.181.15 on account of salaries" &c "if the case should be prosecuted.

Now if we can have no claim on the order given June 1861 in the action and terms of the Board to demand "more payments of salary to me in kind on account of the Board". I can imagine "no occasion for farther conference" to regard as salary donations already received from Mr Calhoun on account of salaries from July 1859 to June 1861; — in accordance with the positive order of the Committee of that date. If we can have no order or claim, in such instructions, to secure, "the payment of Mr Benton's salary at the rate of $750 per annum"; please explain how the Court

could decide that "this order proves the charge for indebtedness against Mr Calhoun as Treasurer of its Syria Mission"? How could the Court state that "this agreement would be equivalent and practically amount to withdrawal or abandonment of this claim", when said Agent, "to make an advance of $500 on the score of a salary", etc?

On this statement of the Court, and payment of $500 on the score and recognition of what may be found due, in a civil case, all parties may rejoice and see "no occasion for further conference" to enforce.

Very truly Yours
W. A. Benton

Cambridge
April 25. 1873.

Rev. W. A. Benton

Cambridge June 1873

Rec'd June 14.

Rev S. B Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston Mass

Dear Sir

My attention has been called this day to the Statement of the Case in which I am plaintiff issued in the Annual Report of A. B. C. F. M. 1871. It is reissue of the report adopted by the Board at Salem October 5. 1871 and published in the Missionary Herald for November of that Year.

I must take exception to the facts alleged in the report; and without payment, sanction or mention of Salaries already received June 1861 due me as a missionary of the Board deny that a final settlement was made on the subject July 1869.

Receipt of course implied payment or sanction but made no mention of salary or right to regard as salary $1474.42 from Rev S. H. Calhoun. Therefore I ask revision and sanction of the Prudential Committee on the subject. You assumed that Your word is sufficient to assure me of their approval of the action by the sub Committee

As a Missionary of the Board we should say Yes, but as plaintiff for the prosecution to enforce I must say No. in view of the subsequent antagonism and protest against leave or liberty to return to Syria

I am sure that the Prudential Committee desire to deal honorably as well as justly with the case whether in amicable or judicial

Arbitration. Ready to accept
Mr Calhoun decided to decline
Amicable adjustment and
friendly Arbitration proposed by
the Court. Therefore revision
of his decision must be disallowed
or approved.

If approved it would seem
that there can be no occasion
for further conference in Amicable
and friendly arbitration. But the
action of the Court in statement
of the case was Consular and
Judicial if you please.

Statement of denial of position
and protest of the Agent must
be action of the Principal issued
in necessary forms to constitute
a civil case. Statements issued
in the Congregationalist Dec 8. 1870
Missionary Herald November and
annual report of 1871, of

course indicated necessity to present at Salem a large claim on charge for indebtedness proved against Rev S. H Calhoun as treasurer of the Mission

This account in whole and in part is "a claim upon the treasury of A. B. C. F. M on agreement to submit the case on its merits to said Court without interest on demand of Mon please, And in Your letter to Rev Geo A Ovitt of Salcottville Conn, the case is in the department of the Foreign Secretary who seems decided to "have nothing to do in the case - Are the facts alleged in the report of "a claim upon the treasury of the Board true? Immediate answer is desired

Very truly Yours

W. A. Benton,

Immediate

Southbridge Mass
June 16. 1873.

Rev S. B. Treat
Clerk of Prudential Committee
A. B. C. F. M.

Rev. Wm. A. Benton
Rec'd June 18th.

My Dear Sir.

If the parties at trial mutually concede that "a final settlement was made with them at the Missionary House in Boston on account of Salaries from 1859 to 1861, agreement is possible.

I am sure that "the Committee consider this (demonstration) legally and morally conclusive". But please consider receipt of one without payment or sanction of Salaries by the other party can never be legally conclusive in a civil case.

Confined simply to the petition, plaintiff introduced the executive order given in official action of June 1861.

I claim to have demonstrated the alleged claim of $12.038.16 charged in the petition against Rev S. H. Calhoun due me January 1. 1868 on demand with interest at U. S. legal rate in Syria, from time as treasurer etc

At the expressed desire of Mr Calhoun however, I deemed it expedient to agree on reservation of the evidence that the case should be submitted on its merits to the Court of the United States Consulate at Beirut, Syria.

Having returned to this country at the invitation of the Prudential Committee July 10. 1869 I presented the account noted above, acknowledged the sum of $1474.42 already received and expended June 1861; and requested the sums advanced from the Committee at Boston July 1869. The sub committee granted the appropriations asked by me, and prepared the paper

which we signed without hesitation or objection subject of course to the revision or sanction of the Prudential Committee.

Now without Revision or sanction of the Prudential Committee I think the Board at Salem October 5. 1871 did in Corporate Action "consider this legally and morally conclusive" on account of salaries already received and expended since 1861. Agreement therefore is possible and mutual if you please to regard as salary the sum of $1474.42 in account of that date; and 1321.63 in gold paid me July 1869 $2806.05 on the score of what is due.

It was therefore necessary and proper to aver that payment had been demanded and withheld and claim said payments to have been unlawfully withheld from 1859 to 1869.

Amicable adjustment and friendly Arbitration being declined by the defendant. the Court examined this claim fixed the terms and stated the Result of agreement of the parties for withdrawal and abandonment of this claim upon the Calhoun to be judicially upon the Executive administration of U. B. Grant

So the statement of the Court accords entirely with ~~with~~ the Report adopted by the Board on the subject of a "claim upon the treasury of the Board for the sum" charged and proved in the Petition held in the Journal of said Court.

Hoping to hear from you at the earliest convenient opportunity I remain,

Very truly Yours
William A. Benton

Treasury of A.B.C.S.M.

				$	cts
1873	To Account received October 1871			22,181.	15
	" To Salary for 1872	750			
	" " Interest do	2878	05		
	" Amount do			3628	05
Jan 7.	" Amount from December 1872.			25,809	20
	" Salary for this Year	750			
	" Interest " do do	3333	40	4083	40
	" Salary " 1874			750	
	Amount " do.			30,642	60

L. S. Ward Esqr
Treasurer A.B.C.F.M.

Respectfully Submitted
W. A. Benton

Immediate Rev. W. A. Benton
Tolland Conn
June 19. 1873

Rev. S. B. Treat
Rec'd June 23.
Clerk of Prudential Committee
A B C F. M. Boston, Mass.

My Dear Sir

The official attitude of Rev. S. Calhoun, advising with his associates in Syria, and of the Foreign Secretary to have nothing to do in the case, seems to indicate violation and neglect of instructions to continue the payment of my salary and of the promise that the Board will redeem all their pledges. The promise of a fraternal reception at the Missionary House can be ignored. Oh how much need of farther instructions from the Prudential Committee!!!

The only check to restrain unlawful action of Agents in the case, held in the necessary forms for the prosecution to enforce

on agreement ~~[illegible]~~ at the expressed desire of the defendant to submit the case in open court all the civil penalties of interest at U.S. legal rate in Syria.

Confined as closely as may be to the averments and denials of the statement and answer which shall not be altered after filing except on leave granted in open court I must and do lament the security and obligation of plaintiff to prosecute or enforce the payment of "a claim upon the treasury of A. B. Hill on account of salaries" payment whereof has been demanded and withheld at Beirut, Syria.

We have the right conceded by the sub-committee at Boston July 1869, to regard as salary the sums already received from the treasury of the mission in account of 1859, 1860, and 1861 to that date

of Alleged Separation June 29th 1861
whatever others may say. But
"right to regard, receive or expend
the sum of $1434.42 can be no
agreement or final settlement on
account of salaries due, June 1861;
without the sanction and against
the wishes of the Prudential Committee.
as you will see.

If "the Committee consider
this legally and morally conclusive"
not knowing what more they can
do from that date to continue the
payment of salary authorized from
June 1860, and required by action
June 1861, at the rate of $750 per
annum; please observe that
I entered my protests and claims
as a missionary of the Board
June 25. 1861 against said defendant
who appeared subsequently to deny
on oath, validity and legality of
the account in whole and in part

from 1859 to 1869 in a civil case.

Agreement to submit the case from commencement of proceedings January 1868 must be understood to involve civil right to demand interest on demonstration of the Account for indebtedness of $12038.18 against defendant as Treasurer of the Mission, demands of interest in 1868 amounted to $1510. which exceeded those sums of $1474.42 already received June 1861. Therefore if the Committee "Consider this (sum of $1474.42) legally and morally conclusive" then I have if it may please the Court, respectfully to allege that those sums amounted to something less than the demands for interest quarterly in advance payable and due one from January to December 1868.

And I must deny that "a final

settlement was made with them at the Missionary House in Boston July 21. 1869 as parties at trial, for the account charged in the petition.

Receipt or right to receive or regard the sum of $1474.42 on account of salaries due me June 1861 can be no mutual agreement or final settlement of one, without sanction or concession of the other party in a civil case. Receipt therefore was not, nor can be, legally conclusive, without payment of salaries: or without sanction and against the wishes of the Prudential Committee

If concession of the sub Committee July 1869, however, be approved by the Prudential Committee in this regard, in view of $1474.42 already received on account of salaries due me June 1861 it is evident as missionaries of that Board we ought to feel that all our pecuniary claims have been fully

met on the subject of salaries to that date from July 1859. This possible, necessary and proper to argue that "a final settlement was made with them" in part on account of salaries notwithstanding denial of McCallum & Clark and others in the case. For the sums already received & C. approved this denial April 10, 1868 in his letter to McCallum.

If denial be false in part of the account, how is it in whole from 1859 to 1869, and to this time? If the Journal of the Court should contain simply the petition and the denial thereof; and denial of the account in part be false as it is absurd and untrue, how and what is the denial, held and filed on oath in said Journal, to repudiate or subvert "a claim

upon the Treasury of A.B.C.F.M. bill
for the sum of $22,181.15 on account
of salaries for ten years past; and
of $30,642.60 for fifteen years
including Estimate of $750
salary alone for another year?

Having received notice
of the final vote June 8. 1872 that
"there can be no occasion for
further conference"; and that
Dr Clark "can, or will" have
nothing to do in the case",
in evident spirit of unlawful
action and protest against our
civil right — to receive donations
return to Syria and dwell
there for the missionary work
in Lebanon; we do cheerfully
refer all denial of the truth, all
neglect of and action against the
law and duty pledged in
official letters; and most
earnestly ask immediate

answer from you on this reference and agreement to submit the case to the Court for necessary sanction and pleasure of the Prudential Committee if they approve.

Hoping soon to hear from you I am for the one cause

Very truly yours

W. A. Benton

P. S. It is held that instructions prevent the charge for indebtedness against Rev S. H Calhoun, as treasurer of the Mission in Syria, in open Court

Do the Prudential Committee approve his action advising with his associates to set aside the order given him and one in Dr Anderson's letter of June 1861? and subvert the plaintiff in his cause?

W. A. B.

Rev. Wm. A. Benton

Higganum, June 23/73.

Rec'd June 26th.

Rev S. B. Treat
Clerk of Prudential Committee
A. B. C. F. M. Boston Mass

My Dear Sir,

Whereas the Prudential Committee not knowing what more they can do for our support in Syria, and concurring fully with the Brethren in their opinion concluded that our connection with the Board ought to be and is accordingly dissolved June 1861 I was obliged to refer the proposition from that summer, and the action of the Court early in 1868 for necessary decision to the Prudential Committee. The proposition of the plaintiff and action of the Court contemplated and required necessary agreement

of the parties at trial to continue the payment of Mr Benton's salary at the rate of $750 per annum in accordance with private instructions given both parties in Dr Anderson's letter of June 29. 1861.

Necessity, and expediency of this order, and of this agreement must be evident from the judicial action of said Court for withdrawal and abandonment of this claim upon Mr Calhoun in his personal liabilities. And I have the honor and duty to represent "a claim upon the treasury of A.B.C.S.N. for the sum of $30.642.60: on account of salaries from the Summer of 1859 to this time, including estimate of $750 salary for another year. in a civil case if you please.

The Prudential Committee

of course will not think it wise in any way to countenance this claim; if I should "claim the payment of my salary to have been unlawfully withheld by the Syria Mission", as Dr Anderson intimated. However "it seems scarcely possible to believe your brother from a delusion in supposing that there is an indebtedness of $500 or any amount whatever against its Syria Mission or the Board."

On this intimation, I was obliged to represent that Rev S. H Calhoun was indebted to me $12.038.16, (Twelve thousand and thirty Eight 16/100 dollars) from January 1868, with interest, on demand: and I agree with him as this expressed desire that the case should be submitted on its merits to the Court, in a civil case. Do the Committee approve this desire, or sanction

this suggestion, or agreement of Mr Calhoun to submit the case for Consular adjudication?

If "the Committee consider this (agreement) legally and morally conclusive" for withdrawal of this claim upon him, and for presentation of "a claim upon the Treasury of the Board for the sum of $22,181.15 on account of salaries for twelve years (past October 5, 1871) $25,809.20 October last; or October next, $30,642.60 including salary for 1874, I have the honor and pleasure to refer the questions, our executive separation from A.B.C.B. of June 1861 and order for comfortable support in service for the residue of my life to the Judicial Committee.

Hoping for immediate answer from you, I remain
Higganum Conn. Very truly yours
June 23, 1873. W. A. Benton

Rev S. B. Treat
Clerk of Prudential Committee A. B. C. F. M.

My Dear Sir.

In view of information received from the Prudential Committee October 1859 I think that it was necessary and proper to acquiesce in the Executive Action of June 8, 1859 and June 1861 to separate myself and Mrs Benton from our connection with A. B. C. F. M. in Syria.

But it was necessary to refer our protests and claims against unlawful action of Rev S. H. Calhoun and his associates to the United States Consulate, over that payment of salary and other claims had been demanded and withheld, and agree at the expressed desire of the defendant to submit the case and its merits to the Consular Court at Beirut Syria February 1868.

That our connection with the Board ought to be and is

accordingly dissolved June 1861
it was the action and pleasure
of the Prudential Committee to resolve
concurring fully with the Mission
in its opinion whether it is right
or wrong. In this action I am sure
that "the treasurer, privately instructed
June 1860, should receive further
instructions from the Committee
to continue the payment of Mr Benton's
salary at the rate of $750 per annum" etc

Necessity and expediency of this
order given June 1861; of this avowment
and this agreement to submit the
case in open court must be evident
from the action of the Committee
from judicial action of the Court
from fraternal transaction July 1869
from corporate action at Salem Oct. 1871
and from final vote of the Committee
received June 8. 1872

"Obliged to represent that

Rev S. H Calhoun was indebted to me, and invited to produce evidence in support of the alleged claim on account of salaries. I had the honor and pleasure to introduce the Executive order given June 1861. And the Court declared that this order proved the charge for indebtedness against Mr Calhoun as treasurer of the Mission.

Consequently denial of the validity and legality must be denial of the truth of the account proved in the petition. Ought not this denial to be stricken from the journal of the Court?

On demonstration of the account it was possible, necessary and expedient, I think, to agree that the case should be submitted on its merits to the Court in a civil case. Inasmuch as the Business Committee appeared to indicate

"A claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries for seven years past" October 1871 and "consider this (demonstrative of $1474.42 already advanced June 1861) legally and morally conclusive". I have the honor and pleasure to "ask an advance of $500 on the score of" $30.642.60 including estimate of $750 salary for another year 1874 payment whereof I claim to have been unlawfully withheld from July 1859 to this time.

Very truly Yours.

W. A. Benton

New Haven, Conn.
June 25. 1873.

Rec'd June 26.

Hon. Wm. A. Spalding
New Haven, June 25/73

Rev. W. A. Benton
New Haven, July 2, 1873
Rec'd July 3.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Mass.
My dear Sir.

In view of past action by the Committee and by the Board at Salem October 1871, I think that it is necessary and proper to represent "a claim upon the treasury of A. B. C. F. M. for the sum" of $30.642.60 on account of salaries from the summer of 1859 "with interest compounded at twelve per cent per annum for the whole time". Held in the Journal of the Court on agreement to submit the case, instituted in the necessary forms for the prosecution

the Committee fully conceded the right of missionaries of the Board to regard as salary the sum of $1474.42 already received from Rev. S. H. Calhoun, Treasurer of the Mission June 1861: and advanced $1331.63 on the score of what we requested. The whole amount thus received I consider and acknowledge to be subject to revision and sanction of the Prudential Committee, if you please.

I am sorry to be obliged to deny that we have discharged or intended to discharge the Board from all further pecuniary claims or any pecuniary liabilities towards the plaintiff and his wife without payment or sanction of $1474.42 in account of salaries demanded

June 1861 already due me in the case. Whatever others may say; and ask an explanation how and wherein "a final settlement was made with them" formerly Missionaries, without their consent. On what ground do "the Committee consider this legally and morally conclusive"? I am sure that receipt — is no payment or sanction of $1474.42 already received from 1861 on account of salaries due from July 1859 to that date; — however denied. And from June 1861 to 1871 I must aver that payment has been demanded and withheld in the case proved against Mr Calhoun, as treasurer of the Mission of A. B. C. F. M. in Syria.

So I presented and the Business Committee reported "a claim upon

the Treasury of the Board". And the Board adopted the report at Salem October 1871 for the sum presented.

Revised and represented for the past, present, and next year at the authorized rates. I have the honor and pleasure to refer the Account proved in the petition for the sanction of the Prudential Committee on withdrawal and abandonment of the alleged claim against Mr Calhoun, in accordance with private and further instructions.

Requesting immediate answer from the Committee with Christian regards I am

Very truly Yours
W. A. Benton

468 George St
New Haven Conn
Wednesday July 2. 1873.

Rev S. B. Treat
Clerk of Prudential Committee.
A. B. C. F. M. Boston, Ms.
My Dear Sir

Separated from its Syria Mission June 8. 1859 it was necessary and proper to agree on a sufficient reason for our separation from A. B. C. F. M. as its Missionaries in Syria June 29. 1861. In this agreement we have conceded rights to Reg and the sums already received from Rev. L. Halhoun. Treasurer of said Mission. in account of salaries from July 1859 to June 1861 at the rate of $750 per annum, whatever others may say.

Notified of our separation from the Board we cheerfully accepted the Executive order given in private and farther instructions from the Prudential Committee positively to continue the payment of Mr Benton's Salary, on demand from June 1861. And it was proposed on payment of salary to withdraw all our protests and claims against the treasurer of the Mission. its individual members. and A. B. C. F. M. in accordance with his private instructions —

But the treasurer of the Mission privately instructed wrote the United States Consul at Beirut that instructions constituted no order to continue; and advising with his associates determined to withhold the payment of authorized salary on demand, and refer the case to the Prudential Committee from the summer of 1861. Dr A answered him: "You was authorized to continue the payment of Mr Benton's salary" &c

Authorized to continue, we had official right to expect his due compliance with this order, and remained at Dhamdun until we left - to return to this country in the summer of 1869. But Mr Calhoun not only assumed that instructions from the Prudential Committee on the subject constituted no order, but appeared to deny validity and legality of the account in whole and in part from 1859 to 1869; and expressed his desire after demonstration and decision that this order moved the charge for indebtedness &c that the case should be submitted to said Court.

On reservation of the evidence, I was able therefore to yield to this suggestion, and agree to submit the case on its merits, and commence suit against him to enforce the payment of "a claim upon the treasury of A B C F M on

account of salaries, with interest.

No suit is required, however, to enforce payment of $1474.42 already received from Mr Calhoun June 1861 and granted by the Committee on account of salaries at the Missionary House in Boston July 21. 1869; and at the same time "an advance of $500 on the score of a salary" pledged in the case. And we expect and ask the Board to redeem all their pledges for comfortable support in Syria given by the Committee, and by the Board, not merely for a limited time but for life if the Lord will.

In accordance with such agreement and expectation, I herewith refer the case once more to the Committee, for the payment of the account held in the Journal of the Consular Court at Beirut Syria.

Very truly Yours.

W. A. Benton

New Haven, Conn.

July 10. 1873.

Rev. W. A. Benton

New Haven, July 10, 1873.

Rec'd July 11.

Rev. W. A. Benton

New Haven, July 1873.

Rec'd July 15.

Rev S. B. Treat
Clerk of Prudential Committee
A. B. C. F. M. Boston, Mass.

My Dear Sir,

In accordance with the report adopted by the Board at Salem October 8 1871, I have the honor and duty to represent a claim upon the treasury of A. B. C. F. M. for the sum of $30.642.60 on account of salaries, with interest at the legal rate in Syria, payment whereof has been demanded and withheld from the summer of 1869.

Said once more before the Prudential Committee after some consideration it was voted in view of past action

by the Committee and by the Board at its last annual meeting that there can be no occasion for further conference; and of this vote I received due notice from Dr Clark June 8. 1872.

Obliged to revise the account for another year I claim the right to charge interest for the last quarter of this year and submit usual estimate of salary at the authorized rates for 1874 in a civil case I might claim the right to submit also estimates for interest payable quarterly in advance from January 1868 allowed in a claim against the Treasury of the Board for the sum of $22.181.15 on account of salaries reviewed at Salem for another year. But in that account I omitted estimates

of Salary and interest for 1872 in advance, in desire and Expectation of Amicable adjustment and friendly Arbitration in the Case against Rev. S. H. Calhoun as Treasurer of the Mission.

But Estimate of Salary was included in our request for leave in writing of the Board to return (or to be returned) to Syria, however separated therefrom June 1861.

Our right to regard $1434.42 already received from Mr Calhoun on account of salaries due from July 31. 1859 to June 30. 1861 whatever others may say was fully acknowledged or admitted in the Action of June 1861 and of July 1869. And appropriations asked by me, were granted by the Committee with repeated assurances from the Committee that the Board

will redeem all their pledges
given us, as missionaries
formerly members of its Syria
Mission. But in the minute of
1860 no retrospective action was
intended. Being requested to review
the case June 1861 the Mission
reaffirmed its resolutions to effect
our recall whether it was right
or wrong. And it must be right
if "the treasurer should receive
farther instructions from the committee
on the subject" however appearing
to deny validity and legality of
the account in whole and in part
from July 1859. and expressing his
desire that the case should be
submitted on its merits to the court.
The only checks are civil penalties
& interest from discontinuance to
resumption of "the payment etc

New Haven
Aug 1873

Very truly Yours
W. A. S. Benton

Rev. H. A. Benton

New Haven, July 1873

Rec'd July 15.

L. S. Ward Esquire
Treasurer of A. B. C. F. M.

My Dear Sir,

Readiness to accede to the suggestion of your Committee at the Missionary House in Boston, and regard the sum of $1474.42 already received from Mr Calhoun in account of salaries due me as a missionary of the Board from the Summer of 1859 to June 1861 was fraternal. That "a final settlement was made with them" forbids on the subject, we acknowledge without further discussion whatever others may say, if the Committee should sanction or approve it.

But this sanction or approval

pledged in action of October 1859 June 1860 and 1861. July 1869. October 1871 and June 1872. I have often asked, and always expected the Committee to grant in reference to appropriations already received on account of Salaries from said Agent in Syria. If there can be no occasion for farther Conference to continue the payment as well as concede receipt of Salary at the rate of $750 per annum sanctioned as well as authorized by the Committee, it seems to be necessary and proper that I should ask the Court to enforce.

Take the sum of	$312.50
5 months in 1859 and interest	15.62.50
Amount December 1859 was	$328.12.50
Salary for 1860	750.
Amount January do.	$1078.12.5
Interest in 1860	129.375
Amount "	$1207.50

Amount brought forward		$1207.50
Salary for 1861	—	750
Amount do	— Jan. 1st	1957.50
Interest do	"	234.90
Amount do	—	2192.40
Received June 1861		1474.42
Balance due me in account of 1861		$717.98

We conceded in the sum of $1474.42 already received June 1861 that 1437.50 claim was fully met, though paid mostly at the rate of 24 instead of 25 piasters for the dollar - The concession was amicable and honorable from Missionaries of the Board formerly members of its Syria Mission - Therefore in what sense without our consent is it assumed that "a final settlement was made with them"?, and that we discharged the Board from all further

pecuniary liabilities toward the plaintiff and Mr Benton? Is it right to assume what is untrue? Either for the account before or after June 1861 I deny the assumption made without our consent or agreement that we discharged the Board from any liabilities whatever without the payment of Mr Benton's salary at the rate of $750 per annum on demand from July 1869. No discharge of liabilities was intended or effected without agreement to continue the payment so long demanded and unlawfully withheld in a civil case if action to withhold should be countenanced or approved.

Very Truly Yours
W. A. Benton

New Haven
July 1873.

Immediate Rev. W. A. Benton.

Rev. S. B. Treat — Cambridge, Aug. 25/73.
Reed. Aug. 26.

Clerk of the Prudential Committee
A.B.C.F.M. Boston Mass

My Dear Sir,

On the facts given in the Report adopted by the Board at Salem October 5. 1871, I am obliged to revise and represent the account held in the Journal of the Court at Beirut Syria as in a legal note on the subject of a claim upon the Treasury of the Board for the sum of $30.642.60 on account of Salaries fifteen years, with interest including proper estimate of salary alone for another year.

This account proved in the petition against Rev S. H. Calhoun as Treasurer of its Syria Mission was presented and reviewed in the report adopted by the Board at Salem "For the sum

of $22.181 15 on account of salaries for ten years past with interest compounded at twelve per cent per annum for the whole time".

Confined as closely as may be to the necessary form for the prosecution of an individual (Citizen, Agent or Corporation) on charge for indebtedness proved against its authorized Agent and agreement at his expressed desire, and official or personal responsibility to submit the case on its merits I am sorry to be obliged to acknowledge that to commence proceedings against Mr Calhoun at Beirut January 1868 was to commence suit against A. B. C & Co to enforce.

That it was necessary and proper

to commence proceedings to enforce. Unless the treasurer of the Mission should receive further instructions to continue the payment of authorized salary on demand from June 1861; and agree with him at his option to submit the case on its merits to the Court, February 27. 1868. I am sorry at the same time to acknowledge as a missionary of the Board formerly in connection with its Syria Mission at Bhamdun,

Instituted in the necessary forms for the prosecution of Rev. H. Calhoun, on demonstration of the charge for indebtedness against him as treasurer. I was able to agree that the case should be submitted on its merits to the Court on his official responsibility as treasurer of the Mission

On conditions of agreement fixed by the Court, the examination in the case was final as well as preliminary and judicial for withdrawal and abandonment of this claim upon the treasury of the Mission as a citizen of the United States. The effect was to transfer the charge from the Agent in Syria to the executive administration of A. B. C. F. M.

On reservation of evidence the necessary forms are judicial for the prosecution of a claim upon the treasury of A. B. C. F. M. for the account proved in the petition, if there can be no occasion for further conference, amicable adjustment & friendly arbitration proposed by the Court being declined.

Very truly Your

W. A. Benton

Cambridge Mass.
August 25. 1873.

Rev. Wm. A. Benton.

Cambridge, Aug. 25, 1873.

Rec'd. Aug. 26th.

Chairman of Prudential Committee A.B.C.F.M., Boston Mass. August 25. 1873.

Dear Sir

In accordance with private and further instructions received June 1861 on payment of salary I proposed to agree for withdrawal and abandonment of all claims and protests against the Treasurer of the Mission - its individual members, and A.B.C.F.M. that payment was demanded and withheld from July 1859 to 1861; and from 1861 to 1869. There can be no occasion for further conference, as intimated to me June 8. 1872.

Payment of $500 in advance always demanded

and withheld from them pending to the end of 1864. So I was obliged to ask the Prudential Committee to make an advance of $500 on the score of a salary from Jan 1. 1865. — to July 1869.

Now the case is against the Executive administration or treasury of the Board for the sum proved in the petition on agreement to submit the case for Consular adjudication at Beirut Syria, early in 1868

Separation from its Syria Mission June 8. 1859 and from the Board June 29 1861 was Prudential and Executive. On the right to regard $1474.42 already received from Mr Calhoun on account of salaries to June 1861 Separation was possible and expedient as it was necessary. and fraternal.

We cheerfully received farther instructions from the Committee to support with notice of Executive action to separate us from the Board as to missionaries. Given to the Treasurer of the mission early in the Summer of 1869. I doubt not the Treasurer should receive farther instructions from the Committee and be legally and morally bound to continue the payment on demand from date of receipt thereof. Opinions of no importance could not bind missionaries of the Board who must be separate from their brethren; nor the Executive or Corporate action of the Board. It is the pleasure of the Prudential Committee that agreement to submit the case on its merits at Beirut Syria

should be action in a civil case against the Board? Immediate answer is desired, and expected.

With cordial thanks to the Committee for good will expressed in the Executive Order of June 16, and strong consolation in the protection and enforcement of a Providential government I remain — with best regards to all the members of the Board,

Yours in Christian love

W. A. Benton

Cambridge Mass.

14 Trowbridge St

P.S. On amicable adjustment or friendly arbitration no further judicial action can be appropriate or necessary.

W.A.B

Rev. W. A. Benton.

Cambridge. Ms.

Wednesday Aug 27. 1873

Rev S. B. Treat — Recd Aug. 28.

Clerk of Prudential Committee

A. B. C. F. M. Boston, Ms.

Dear Sir.

Immediate answer is desired and expected from the Prudential Committee or you to my letter of the 25th instant on the subject of my large "Claim upon the Treasury of A. B. C. F. M". Of course this Claim is the account of salaries with interest on demand in the petition against Revs. H. & C. as Treasurer of the Mission.

Held in the necessary form for the prosecution of an individual at his expressed desire. It was necessary and proper that the parties should agree to submit the case on its merits to the Court

of the United States Consulate General at Beirut Syria.

It is the rule of the Court that "the parties at trial should be confined as closely as may be to the averments and denials of the statement and answer" etc

In the case laid once more before the Prudential Committee after some consideration it was voted that there can be no occasion for further conference as intimated to me June 6. 1872.

Now therefore the parties at trial should, as the defendent must agree that it is the personal right of the plaintiff, and his wife formerly missionaries of A.B.C.F.M. in connection with its Syria Mission at Dhaneden, Mount Lebanon Syria to regard as salary the several sums already received from

Mr Calhoun June 1861.

In accordance with private and further Instructions, to both Parties at trial before said Board given in Mr Andrews letter of June 29. 1861; it was possible, on a sufficient reason, to conclude that our connection with the Board ought to be and it accordingly dissolved.

Ready to acquiesce in official separation from its Spirit Mission June 8. 1859 and from the Board June 29. 1861. We should feel and agree that all our pecuniary claims have been fully met on the subject of such instructions given June 1861 and implied in Corporate action of October 5. 1871 and executive vote of the Prudential Committee received June 8. 1872. To the extent of $1474.42 for salaries due me on that date of June 1861. —

The Parties ought to agree that "no retrospective action was intended in the Minute of June 1860.; and the word "Salary" was inadvertently used"; and that earnest protest against our liberty to return to Syria was sent to the Prudential Committee in answer to your letter to the Mission. So unlawful action of Mr Calhoun advising with his associates to set aside instructions allowed in denials before the Court and in earnest protest against liberty to return for proper Missionary work in Lebanon should be revised or adjudicated. On account of salaries due me in the case from July 1859.

Very truly Yours

W. A. Benton

4

Rev. W. A. Benton

Cambridge, Sep. 1. 1873.

Rec'd Sep. 2

Rev S. B. Great

Clerk of the Prudential Committee

A. B. C. F. M. Boston, Ms.

Dear Sir,

Rev A. L. Chapin wrote me that as chairman of the Business Committee at Salem his responsibilities closed with that meeting of the Board.

In his opinion "the claim presented in face of precedent and full discharge to the treasurer of the Board appeared simply absurd to the Committee and all sensible people. The report was meant to be a final utterance of the Board on the subject I have no idea (added Dr C) that the subject will be entertained in any form again"

Said once more before the Prudential Committee, I have

received notice June 8, 1872 that after some consideration it was voted that there can be no occasion for further correspondence in the case.

This vote, opinion, and construction of "receipt and full discharge to the Treasurer of the Board" in the sum of $1474.42 on account of claims already due June 1861 may be irrelevant in the matter of the Petition to the Court of the United States Consulate General at Beirut, Syria; as the claim is absurd in face of the papers misconstrued into "receipt and full discharge to the Treasurer of the Board."

The right or expediency of this vote, opinion or action of the Board Prudential or Business Committee or Treasurer should not be allowed to alter the proper legal necessary forms for the

prosecution of an individual Citizen, Agent or Corporation —

An eminent lawyer and member of the Business Committee of Which was the author of the report adopted by the Board at Salem October 1871.

If it be intended to constitute "a final utterance of the Board on the subject, the Board can if it will "consider this legally and morally conclusive" in the matter of salaries already received June 1861.

The construction put upon papers in the case, without evidence in support of it must be irrelevant as it is untrue. Prove the facts and hold whatever is true on agreement to submit the case on its merits to the Court

Otherwise recognize the account proved in the Petition

against the defendant as treasurer of its Syria Mission in the case held and the Journal of said Court at Beirut, Syria.

Immediate proof, revision or recognition is expected from you. The Prudential Committee the treasurer or other Agent of A.B.C.F.M. in accordance with the claims of common justice and Christian Humanity.

Very faithfully Yours
W. A. Benton

Cambridge Mass.
September 1. 1873.

Immediate

Hon A. Hardy.
Chairman of the Prudential Committee
A. B. C. F. M. Boston. Mass.

Dear Sir

Inasmuch as the "Resolution adopted by the Board at Salem October 5. 1871 was meant to be a final utterance of the Board on the subject"; I am obliged as well as authorized to ask revision of the account, and include due Estimates of Salary & for the past and present years, with interest; and $750 in advance for 1874; and refer the subject to the Prudential Committee for amicable and honorable adjustment of "a claim upon the Treasury of A. B. C. F. M."—

I am anxious to have a final settlement and payment

For the Congregationalist.

A. B. C. F. M.

In reconsideration of the facts and accordance with the corporate judgment expressed in the report adopted by the Board at Salem October 5. 1871. I have the honor and duty to revise the accompanying petition against Rev. S. Holbrook as treasurer of its Syria Mission in a civil case; and represent a claim upon the treasury of said Board for the sum of $30.642.00 on account of salaries due, with interest, payment whereof having been demanded and withheld I ask the Court to enforce.

Cambridge Ms. W. A. Benton
September 7. 1873.

of salary demanded and withheld in the case against the treasurer of the Mission. from the Summer of 1859 —

Please find herewith presented a paper for the Congregationalist if the Committee have no objection that it should be presented for publication; and information to the Churches that support the Missionaries and Missions of A B C F M —

I ask the Prudential Committee to sanction advanced payment and expenditure of $1474.42 on account of salaries from July 1859 to June 1861; and recognize what may be found due in the case.

Very Respectfully Yours,

W. A. Benton

Cambridge Ms
Sept 8. 1873.

Rev. W. A. Benton

Cambridge, Sep. 8, 1873.

Rec'd Sep. 11.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston. Ms.

Dear Sir

Whereas you wrote, and in answer to your letter, brethren of the Syria Mission sent to the Prudential Committee an Earnest protest against our return to Syria for the missionary work in Lebanon in 1870.

Whereas such protest against our return from the Syria Mission would be of no importance or relevancy in the case unless it should have the Countenance and be stated in the Report adopted by the Board at Salem October 5. 1871

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston. Ms.

Dear Sir

Whereas you wrote, and in answer to your letter, brethren of the Syria Mission sent to the Prudential Committee an Earnest protest against our return to Syria for the missionary work in Lebanon in 1870.

Whereas such protest against our return from to Syria Mission would be of no importance or relevancy in the case unless it should have the Countenance and be stated in the Report adopted by the Board at Salem October 5. 1871

Whereas our agreement with Rud. Hallbom at his expressed desire that the case should be submitted on its merits in opendent of the United States Consulate General at Beirut Syria; without introduction of irrelevant matter; it was the pleasure of the Court to state the conditions and issue of this agreement judicially

Therefore we entirely disclaim and lament your private letter and the official answer from its Syria Mission, and think that such protest is irrelevant and that the denial should be stricken from the Journal of the Court. Otherwise we believe that the petition to enforce should be entertained on the subject of "a claim upon the treasury of" A. B. C. Tell for the sum of $30.642.60

on account of Salaries Fourteen Years past, with interest", including Estimate of $750 Salary on demand January 1. 1874 for another Year.

The Committee at Salem evidently allowed these facts, in the Case,

1 Our presentation of a claim upon the Treasury of the Board &c

2, Our presentation of a request to be returned or to return to Syria; and

3, An Earnest protest against our Return to Syria signed by all the members of its Syria Mission.

On agreement to submit the Case on its merits to the Consular Court, these statements can be investigated; and the truth of a claim upon the Treasury of the Board will be proved.

I beg immediate answer and remain as ever for the service

Very truly Yours.

Cambridge Mass.
November 1873. —

W. A. Benton

Rev. Wm. A. Benton.

Cambridge, Nov., 1873.

Rec'd. Nov. 5.

To the Chairman of
the Prudential Committee
A. B. C. F. M. Boston, Ms.

Dear Sir,

Whereas in face of the receipt and full discharge to the Treasurer of A. B. C. F. M. the claim presented by me and reviewed at Salem October 1871 appeared simply absurd to the Committee and all sensible people;

Whereas the report on the matter, written by an eminent lawyer, a member of the Committee was meant to be a final utterance of the Board on the subject; and the Committee consider this legally and morally conclusive;

In consideration of the judgment of the Committee that our request for leave in writing of the Board to return

or be returned to Syria could not be entertained; and that an Earnest Protest against our return, signed by all the members of the Syria Mission in the Statement of the Committee was sent to the Prudential Committee; therefore I am obliged to revise the account and represent a claim upon the treasury of the Board for the sum of $30.642,60 on account of salaries including due estimate of $750 for 1874

My own receipt and full discharge to the Treasurer of the Board was only for the amount already received June 1861 on account of salaries at the authorized rate in the balance of $574,42 July 31. 1859 and in 1860 = 200 and Bills received in 1861 = 700

Total amount June 30 $1474 42

already received from Mr Calhoun

Our right to regard and Expend
those Funds already received the
Committee fully conceded July 21. 1869
Whatever others may say: and
Consider legally and morally
Conclusive on account of
Salaries in the Case October 1871
for ten years past with interest.
Held in the Journal of the
Court as in a Note payable
submitted on its Merits at the
Expressed desire and official
responsibility of Mr Calhoun
it was necessary and proper
in open Court to agree and
submit the Case for the sum
proved January 1868. in the
petition. the only Checks to restrain
unlawful action. and enforce the
payment of authorized Salary of
which I have knowledge are
the Civil penalties & interest
on agreement of the parties at trial
in a civil Case, Feb 1868.

Now it seems to be necessary and proper to deny the opinion or assumption that we have discharged or intended to discharge the Board on "receipt" without payment of Mr Benton's salary at the rate of $750 per annum. We ask the Prudential Committee to redeem the pledge on the subject given in Executive action of June 1861, and "continue the payment of Mr Benton's salary" at the authorized rate on demand in the case.

Immediate answer is earnestly desired this week.

Very truly Yours
W. A. Benton

L. S. Ward Esquire
Treasurer A. B. C. F. M.
Boston, Ms.

Rec'd. Nov. 5, 1873.

Rev. Wm. A. Benton.

Rev. Wm. A. Benton.

Cambridge, Nov. — 1873.

Recd. Nov. 8.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Mass.

Dear Sir.

On the facts expressed in the report adopted by the Board at Salem, October 5. 1871 in the case against Rev S. Hallborn as Treasurer of its Syria Mission I ask the Prudential Committee to sanction as salary the sum already received from Mr Hallborn Treasurer, June 1861, $1474.42 and advanced July 1869. $1331.63
From the Committee $2806.05

Should not the facts expressed be left to the Executive administration, and Corporate action of A. B. C. F. M in such case?

2

Not the presented "a claim

upon the treasury of the Board for the sum of $22.181.15 on account of Salaries for ten years past with interest" &c I presume no Executive Officer or Corporate Member of the Board will deny; and also a request for leave in writing of D.A. B.C. to return or if you please to be returned to Syria for the missionary work in Lebanon. &c

At the same time, in the language of the report" it should be stated that there was sent to the Prudential Committee an earnest protest against our return signed by all the members of said mission before the mission was transferred to the Presbyterian Board."

These facts on the subject of the account can be investigated if the parties should agree

as the expressed desire of the defendant as Treasurer of its Syria Mission that the Case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria. But this agreement of said Treasurer or suggestion to agree would be of no importance in a civil case against the Board without due sanction of the Prudential Committee or the Board. subject of course to the action of the Court. —

Whereas Amicable adjustment and friendly arbitration proposed by the Court was declined by Mr. Calhoun on demonstration of the Charge for indebtedness against him as Treasurer of the Mission, the Statement of the Court must be judicial

for withdrawal and abandonment of this claim against Mr Calhoun in his personal liabilities. Therefore "a claim upon the treasury of the Board" &c is judicial and fraternal as well,

Very truly Yours.
W. A. Benton

Cambridge Mass.
November 1873.

N.B. If the fraternal transaction at the Missionary House in Boston July 21. 1869 should be approved in the case, immediate sanction is desired from the Prudential Committee on account of salaries already received from Mr Calhoun June 1861 —

Immediate

Hon A. Hardy
Chairman of the Prudential Committee
A.B.C.F.M., Boston

Dear Sir,

If there can be no occasion for farther conference in view of the facts expressed in the report adopted by the Board at Salem October 5. 1870 on the subject of "a claim upon the treasury of the Board" etc we must urge our united request for leave in writing of A.B.C.F.M. to return or to be returned to Syria for the Missionary work in Lebanon at the earliest convenient opportunity.

Why it should be stated that there was sent to the Prudential Committee an earnest protest against our return

from its Syria mission before the mission was transferred to the Presbyterian Board ought to be known if we should agree to submit the case on its merits to the Court of the United States Consulate General at Beirut Syria. This agreement it seemed necessary and proper to authorize at the expressed desire and official responsibility of Mr Calhoun as treasurer of the Mission. The facts should, in the necessities of the case, be left to the Executive administration and Corporate action of A.B.C.F.M against him as said treasurer denying validity and legality of the account in whole and in part from 1859 to 1869.

The account forwarded in the petition January 1. 1868 was for the sum of $22038.16 with interest, etc.

Very truly Yours
W. A. Benton

Cambridge Mass
November 8. 1873.

Rev. Wm. A. Benton to
Mr. Hardy.

Cambridge, Nov. 8, 1873.

Rec'd Nov. 19.

Immediate

Rev. Wm. A. Benton
Springfield, Mass.
November 12. 1873.

Rec'd. Nov. 19.

Hon A. Hardy
Chairman of the Prudential Committee
A. B. C. F. M., Boston.

My Dear Sir.

In accordance with the vote of the Prudential Committee received June 8. 1872 on the subject of "a claim upon the treasury of the Board for the sum" of $25.809.20 on account of salaries, with interest laid before the Committee I have once more revised and represented the charge for indebtedness proved against Rev. S. Halbron as treasurer of its Syria Mission; and agreement at his expressed desire that the case should be submitted on its merits to the Court. Early in 1868.

There can be no occasion for farther conference, of course without the sanction and against

the wishes of the Prudential Committee in the case.

Instituted in the necessary forms for the prosecution of an individual at the cession of the mission, at his expressed desire and official responsibility. it was necessary and expedient to agree that the case should be submitted on its merits for Consular adjudication at Beirut Syria. In this agreement of the parties at trial the Court judicially stated that agreement would be equivalent and practically amount to withdrawal and abandonment of this claim against Mr Calhoun.

Now on this statement or decision of said Court it was necessary and proper to commence proceedings to enforce "the payment of Mr Bentins salary at the rate of $750 per annum" etc.

Please consider that preliminary examination, and judicial statement of the case on charge for indebtedness proved against the treasurer of the mission at Beirut Syria for withdrawal and abandonment of this claim against him was final. So the account is "a claim upon the treasury of the Board for the sum" charged and proved in the petition, with interest, at U.S. legal rate in Syria, from January 1868.—

Confined simply to the petition and the denial thereof on oath and file in the journal of said Court—I have the honor and duty therefore to present that Reed S. Holbrook as treasurer of the mission is indebted to me $30.642.60 on account of salaries payment whereof having been demanded and withheld

I ask the Court to enforce.

I frankly acknowledge my reluctance to substitute the name of the American Board of Commissioners for Foreign Missions in place of "Rev. H. Callidow as Treasurer of the Mission". Because first "the Treasurer of the Mission was privately instructed" June 1860, and "should receive further instructions" given him and me June 1861 "to continue the payment of Mr Benton's Salary", etc. Secondly, because "the Committee consider this legally and morally conclusive" in the case for $1474.42 already received from Mr Callidow on account of salaries June 1861 and thirdly, because "a final settlement was made with them" etc and "that Board will redeem all its pledges".

Very Respectfully Yours
W. A. Benton

Immediate

Rev. W. A. Benton

Springfield 1873.

Rec'd Nov. 20.

Hon A. Hardy
Chairman of the Prudential Committee
A. B. C. F. M. Boston, Ms.

Dear Sir,

On the subject of $1434.42 already received from Rev S. H. Calhoun Treasurer of Syria Mission June 1861, payment has been demanded and withheld in the case against him, in the account from July 1859 to the above mentioned date. And from June 1861 he knew that the Treasurer of the Mission was privately instructed June 1860 to continue the payment of Mr Benton's salary at the rate of $750 per annum. And that payment, as well as receipt of those sums on account of salaries due me as a missionary of the

Board June 1861 was necessary and proper if Our Connection ought to have been, it was executively dissolved, at Shamdun Mount Lebanon Syria, on that date.

Therefore the Prudential Committee not knowing what more they can do for Comfortable support of its Missionaries might if they would dissolve Our Connection with the Board as the official responsibility of its authorized Agent in Syria as Treasurer of the Mission. The right was official and corporate to instruct the defendant, and separate the plaintiff in executive action of June 1861, from A. B. C. F. M.

But the defendant declared that instructions constituted no order and appeared to deny the validity and legality of the account in whole and in

past from 1859 to 1869 on the subject, in open court of the United States Consulate General at Beirut Syria. But in the judgment of the Court, this order given June 1861 proved the charge for indebtedness against him as Treasurer of the Mission. For the sum of $12.038.16 January 1868 including estimate of $750 salary for that year with interest on demand. payable quarterly in advance.

At the expressed desire of said Treasurer, I was obliged to agree under protest against his unlawful action that the case should be submitted on its merits to the Court, without further discussion with the understanding that the journal of the Court should contain simply the petition and the general finding.

The last action of the Board

the Committee allowed "a claim upon the Treasury of the Board" and "an earnest protest sent to the Prudential Committee from the Syria Mission against our return to Syria for the Missionary work in Lebanon. We do not suppose the Board approved the protest sent against our return without sanction of its liability to pay interest from commencement of proceedings, to enforce the payment of authorized salary on demand, June 1861 for entire year, past October 5. 1871. at the specified rates in Syria.

Interest is a penalty for failure to perform the honor and duty required in the case against said defendant as Treasurer of the Mission, from the Summer of 1859.

Very respectfully Yours

Springfield Mass. W. A. Lawrence

November 1873.

Rev. W. A. Benton

Springfield Mass.
November 20. 1873.

Rec'd Nov. 25.

Hon A. Hardy
Chairman of the Prudential Committee
A. B. C. F. M. Boston Mass.

Dear Sir,

The Case against the defendant as Treasurer of the Dakota Mission Conference is of course a claim upon the treasury of A. B. C. F. M. to continue the payment of authorized salary on demand from June 1861. The right to regard and expend as salary, $14,442 already received from him June 1861 in account of salaries from July 31. 1859 to that date at the rate of $750 per annum was conceded at the Missionary House in Boston July 21. 1869. And he then and there accepted donations

on the score of a salary which I claim to have been unlawfully withheld from me by said treasurer and his associates known as the Syria Mission of A. B. C. F. M.

Instituted in the necessary forms for the prosecution of an individual as treasurer of the Mission which is unknown and irresponsible at law, on demonstration of the account charged in the petition, at the expressed desire of the defendant, I was obliged to agree that the case should be submitted on its merits to the Court for consular adjudication at Beirut, Syria

Of the necessity, possibility and expediency of accordance with the suggestion and desire of its Agent expressed in open court for agreement of the parties at trial to submit the case

On its Merits. The United States Consul General at Beirut Syria was the judge. between plaintiff and defendant. As Citizens of the United States: and stated what the practical issue of this Agreement would be.

On this Statement the Journal of the Court should contain simply the petition and the word "Third". "And from commencement of proceedings in all civil cases. interest is payable quarterly in advance.

Therefore "interest compounded at twelve per cent per annum for the whole time" in 1868 amounted to $1510.87. And payments already received from 1861 to the expent of $1474.42 from said Agent alleged to have been paid me for Charities were less than the interest due me in 1868.

Missionaries do to A. B. C. F. M.

of course are citizens of the United States. That it was necessary possible and expedient to agree with the expressed desire of its Agent under private and further instructions from the Pendleton Committee on the subject to submit the case on its merits to said Court, the Committee must allow if our connection with the Board is and ought to be dissolved in executive action of June 1861. If it was expedient to agree in a civil case, the Court judicially fixed the conditions and stated the effect of this agreement for withdrawal and abandonment of this claim against Mr Calhoun. So it is a claim upon the treasury of that Board for the sum proved in the petition.

Very truly Yours.

W. A. Benton

Immediate

Rev. Wm. A. Benton to Mr. Hardy. — Recd. Nov. 24.

Springfield, Nov. 1872

Hon A. Hardy
Chairman of the Prudential Committee
A. B. C. F. M. Boston, Ms.

Dear Sir,

Formerly Missionaries of A. B. C. F. M. in connection with its Syria Mission, I resigned them from June 8. 1859 and from said Board June 29. 1861 if I mistake, we drew beyond as salary $1474.42 already received on the subject and feel that all our pecuniary claims have been fully met to that date whatever others may say.

Therefore denial of validity and legality is denial of the truth of the account charged in the petition proved against its authorized agent or treasurer of the Mission from 1859 to 1869, entire in part, the answer is irrelevant and ought to be withdrawn disallowed or stricken from

the Journal of the Court of the United States Consulate General at Beirut Syria.

Because the agreement at the expressed desire and suggestion of said Agent was to submit the case on its merits without introduction of irrelevant matter, denial of the truth, in denial of the validity and legality of the account proved in the petition against him therefore was irrelevant in the case, and inconclusive to effect either our recall or separation from the service of the Board in Syria.

Denial of the Agent therefore in the force of his private and further instructions from the Prudential Committee, and of his own suggestion, in the very terms of agreement to submit the case on its merits was irrelevant. It was however

Evidence in open Court to make oath to such denial filed in his own handwriting and demonstrate the necessity to commence proceedings against him or A.B.C.D. etc. –

The Secretaries of the Board seemed to allow this action of its authorized Agent to deny the truth as well as validity and legality of the account from 1859 to 1869; and in the protest sent to the Prudential Committee against Dr's return to Syria for the Missionary Work in Mount Lebanon, incorporated in the report adopted by the Board at Salem, October 5. 1871 –

In view of this action, the Prudential Committee after some consideration of the Account laid once more before them concluded to vote that there can be no occasion for further Conference. & this vote

we decided due notice from
Dr Clark June 8. 1872.

But the right to legend as salary
the sum already received June 1861
in the account from the summer
of 1859 was fully conceded "inasmuch
as a final settlement was made
with them July 1861" and "the Committee
consider this legally and morally
conclusive" on the subject.

Therefore denial ought to be
withdrawn as it must be disallowed
pro tanto. And June 1861 we know
certainly that "the treasurer of the
mission was privately instructed"
and fully authorized "to continue
the payment of Mr Benton's salary
at the rate of $750 per annum" &c
Of course the account proved
against its agent in the petition
as "a claim against the treasury" etc

Springfield Ills.
November 1873.

Very truly Yours
Dr. A. Benton

Immediate

Rev. W. A. Benton
Westfield, Dec. 1. 1873.
Rec'd Dec. 5.

L. S. Ward Esquire
Treasurer of A. B. C. F. M. Boston
My dear Sir,

In accordance with the expressed desire of its authorized Agent that the Case should be submitted on its merits to the Court of the United States Consular General at Liverpool; I have revised "a claim upon the treasury of A. B. C. F. M." for the sum of $22.181.15 on account of salaries for ten years past with interest compounded at twelve per cent per annum for the whole time, presented and reviewed without estimates for the past, present and next years. October 1871.

On revision for the first year

for the sum of $25.809.20 on account of salaries with interest at the authorized rates having laid the case once more before the Prudential Committee after some consideration, I understand it was voted that there can be no occasion for further conference, as Dr C wrote me.

But our request for leave in writing of the Board to return (or to be returned) to Syria for the Mission work in Lebanon could not be entertained. This impossibility must be at the corporate responsibility of A.B.C.F.M. in the case against the defendant as treasurer of said Mission formerly of the American Board. Held on agreement to submit the case for the prosecution of

an individual as Treasurer of the Mission, the Court stated that the agreement would be equivalent and practically amount to a withdrawal of the claim against the authorized agent in the case. Accordingly I have represented the claim before the Treasury of the Board for the sum of $30,642.60 on account of salaries, with interest, including estimate of salary at the specified rate for 1874.

If receipt and full discharge to the Treasurer of the Board should be a final settlement with them for the sum of $14,942 already received from its authorized agent on account of salaries at the rate of $750 per annum, since 1861, due plaintiff and his wife, as missionaries of the Board; denial of validity and legality of the account must be incident

at least, in part, from 1859 to 1869. Therefore it was untrue; and ought to be withdrawn, or disallowed. And payment has been demanded and withheld.

Now on agreement to submit the case unless payment of salary be allowed June 1861 it seems to be necessary to deny the statement that "a final settlement was made with them" on the subject; and ask the Prudential Committee to make an advance of $500. on the score of $30.642.50 in the account proved against the treasurer of the Syria Mission, in a new account at Beirut Syria with interest payable quarterly in advance

Very truly Yours.

W. A. Benton

Westfield Mass.
December 1. 1873.

Rev. N. A. Benton

Westfield Dec. 1873.

Rev S. B. Great Rec'd Dec. 5.

Clerk of the Prudential Committee
A.B.C.F.M. Boston Mass.

Dear Sir.

Whereas the Prudential Committee resolved and concluded June 1861 that our connection with A.B.C.F.M. ought to be and is accordingly dissolved;

Whereas in this action to separate we received notice that early in the summer of 1860 "the treasurer of the Mission was privately instructed to continue the payment of my salary" etc

Whereas the treasurer thought and wrote that instructions constituted no order; but the Board declared that this order proved the charge for indebtedness against him as treasurer of the Mission in the case instituted in the necessary forms for the prosecution;

Whereas on demonstration of the account, at the expressed desire of the defendant. The Plaintiff deeming it to be necessary and expedient to agree that the Case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria. Without further discussion with the understanding that the Journal of the Court should contain simply the petition and the denial thereof;

Whereas in all civil cases before the United States Consular Courts in Turkey, interest is payable quantate in adomnum; and civil in distinction from criminal cases should include all questions in Equity;

Whereas mere "denial of the validity and legality of the account in whole and in part"

Without Evidence in support thereof
Can have no redressing against the
Account Charged and proved
in the petition held on oath
and file in the Journal of said
Court at Beirut Syria; And

Whereas as Missionaries of the
American Board formerly in
Connection with its Syria Mission
at Bhamdun Mount Lebanon, Syria,
however separated therefrom June 8. 1859
and from that Board June 29 1861
We ought to have the right, Conceded
at the Missionary House in Boston
July 21. 1869, the regular salary
$1474.42 Already received
from said Treasurer of the Mission
June 1861; and feel and acknowledge
that all our pecuniary Claims
have been fully met on the
subject pro tanto, whatever
others may say to that date;

Now therefore I have the honor

and duty to represent on the agreement to submit a claim upon the treasury of the Board for the sum of $30.642.65 on account of salaries, with interest payment whereof the treasurer of the mission should receive further instructions to continue in the executive action and order from the Prudential Committee on the subject June 1861

Respectfully submitted
W. A. Benton

Westfield, Mass.
December 1873.

Immediate

Rev. Wm. A. Benton.

Rec'd Dec. 9, 1873.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Ms.

Dear Sir

Whereas the Committee consider this legally and morally conclusive as missionaries of the Board formerly in connection with its Syria Mission it is possible and expedient to agree that a final settlement was made with them for the sum of $14,442 already received June 1861 on the subject. But advising with his associates Mr Calhoun appeared to deny the truth in part and in whole of the account charged in the petition: and expressed his desire that the case should be

submitted on its merits to the Court on demand with interest.

Therefore account of $12.038.16 due January 1868 with interest 1,510.87 and Salary for 1869. 2000. amounted to the sum of $14,299.03 due January 1. 1869. And whatever others may say, we could as I did ask payment of my note for Two Hundred Pounds Sterling; and $500 (Five hundred dollars) on the score of what may be found due me in the case.

Of course, agreement to submit, involved necessity for the petition to enforce. Therefore it was necessary and possible to commence proceedings against its authorized Agent or A. B. C. & R. R. in Virginia, and ask the Court to enforce

Now from the Summer of 1861, we had the Power and duty to propose on payment of salary

to withdraw all our protests and claims against said Treasurer of the Mission, to individual members and A. B. C. F. M. in accordance with his private instructions. But this proposition was declined as well as amicable adjustment and friendly arbitration proposed by the Court, early in 1868.

Therefore on demonstration of the charge for indebtedness on oath and file in the petition against the defendant as Treasurer of the Mission, it was possible to agree at the expressed desire of Mr Calhoun and agreement to submit the case to judicial arbitration in open court for withdrawal and abandonment of this claim against him in his personal liabilities; and commencement of civil suit against the executive administration of A. B. C. F. M. in Syria.

So it was the office of the Court to enforce; or of the Prudential Committee to make an advance in the case. And the treasurer of the Board made an advance of $500 Currency and £200 (two hundred pounds Sterling) for my note, asked on the score of whatever salary may be found due me in Beirut, Syria. in the case asked in the Journal of the Court, And I am sorry to be obliged thus to aver that payment has been demanded and withheld in Syria from the summer of 1859, and ask the Court to enforce.

Respectfully submitted

W. A. Benton

Rev. W. A. Benton to Mr. Ward.

Recd. Dec. 9, 1873.

L. S. Ward Esquire
Treasurer A. B. C. F. M. Boston Ms.
Dear Sir

Obliged still to aver that payment has been demanded and withheld in Syria from the summer of 1859 on account of salary, in view of $1434.42 already received from Rev. S. H. Calhoun from 1861 we ought to consider this legally and morally conclusive on the subject from July 1859 to that date. No missionaries of A. B. C. F. M. formerly in connection with the Syria Mission at Abhamdun the seat of Lebanon, Syria.

But Mr Calhoun thought that his private instructions constituted no order and appeared to deny the truth of the accounts

of salaries in whole and in part from 1859 to 1869 in Open Court of the United States Consulate General at Beirut Syria Early in 1868.—

And from commencement of proceedings in all civil cases interest is payable quarterly in advance. Interest was payable for 1868 quarterly in advance on charge for indebtedness incurred against the de Jongland as treasurer of its Syria Mission in civil suit against him & A.B.C.F.M. In agreement at his expressed desire to submit the case on its merits to said Court. And the Court, having fixed the terms stated the effect of this agreement would be equivalent and practically amount to withdrawal and abandonment of this claim

against Mr Calhoun.

Therefore I was not only obliged to aver; but also to agree that the Case should be submitted in its merits to the Court without introduction of irrelevant matter. But denial of the fact certainly was irrelevant in part of the account of Salaries from July 31, 1859 to June 1861; if not even in whole until the treasurer should receive farther instructions. In view of this agreement, ought we to conclude that "a final settlement was made with them"? or that "the connection" of the plaintiff and his wife with the Board as its Missionaries "ought to be and is accordingly dissolved" at Shamdun Mount Lebanon Syria June 1861?

I have the honor and pleasure to refer this question, and ask the answer, immediately, in the case.

Receipt and full discharge to the treasurer of the Board for $474.42 already received since 1861 can be, in no construction of the case, a final settlement for the sum of $30.642.60 Fifteen years; & $22.187.15 on account of salaries for ten years past, with interest due me in the case held in the Journal of the Court. A Yes will see. The claim upon the treasury of the Board given in the Executive order of June 1861 was expressly "to continue the payment of Mr Benton's salary at the rate of $750. per annum" authorized in estimate years to come if the Lord willed.

Very truly Yours

W. A. Benton

Immediate. Rev. Wm. A. Benton.

Cambridge Dec. 22, 1873.

Rec'd Dec. 24.

S. War & Treasurer A. B. C. F. M. Boston

Dear Sir

Formerly missionaries of A. B. C. F. M. in connection with its Syria mission separated therefrom June 8. 1859 etc we remained at Bhamdun Mount Lebanon Syria until we returned to this country at the invitation of the Prudential Committee arriving at Boston July 10. 1869.

In view of $1474.42 already received from the Treasurer of said mission June 1861 on account of salaries we should feel that all our pecuniary claims have been fully met, on the subject from July 1859 to that date. And we gratefully received donations advanced from the Committee.

Having presented the account proved in the petition against the treasurer of the Mission, we must hold as the Business Committee reported at Salem October 5. 1871, "a claim upon the treasury of the Board for the sum of $22.181.15 on account of salaries for ten years past with interest", etc

The Committee represented among other facts that "a final settlement was made with them at the Missionary House in Boston July 21. 1869", quoting "a receipt and full discharge to the treasurer of the Board" for the sums already received from the treasurer of the Mission since 1861. And "the Committee (Expressly) considered this legally and morally conclusive" on the subject pro tanto, at Salem October 1871.

But in the judgment

of the Committee adopted by the Board without hesitation or objection, our united request for leave in writing of the Board to return to Syria for the missionary work in Lebanon could not be entertained. And it should be stated that there was sent to the Prudential Committee an earnest protest against our return, signed by all the members of the Mission, before that Mission was transferred to the Presbyterian Board.

Therefore I have revised the account proved in the petition, and represented a claim upon the treasury of the Board for the sum of $25.809.20 on account of salaries including estimates for 1872. Laid once more before the Prudential Committee after some consideration it was voted

as I was informed June 8. 1872 that there can be no occasion for further conference.

We presented for this year also I have made the account accord with the Executive Order given in Dr Anderson's letter of June 1861; and the agreement of the parties at the expressed desire of the defendant that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria for the sum of $30.642.60 on account of salaries, including estimate of salary at the rate of $750 per annum for 1874. I have the honor and duty to refer, for "a final settlement", to the Prudential Committee in the case, - this year. —

Very truly Yours

W. A. Benton

Cambridge,
December 22. 1873.

Treasury A. B. C. F. M.

To William A. Benton Dr

1871	Account of salaries October 1871		22181.15
"	Salary for 1872 in estimate		750
"	Interest do	do	2878.05
	Amount do	do	25,809 20
1872	Salary for 1873.	do	750
	Interest do	do	3333 40
	Amount do	do	29892 60
1873	Salary for 1874	do	750
	Amount on demand with interest from January 1st.		30642 60

Respectfully submitted

W. A. Benton

Cambridge Mass.

L. S. Ward Esquire

Treasurer A. B. C. F. M.

Boston, Mass.

Rev. W. A. Benton.

Rec'd Dec. 24, 1873.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston. Mass.

Dear Sir

If our connection with A. B. C. F. M. ought to be and is accordingly dissolved June 1861 I am sure that the treasurer of its Syria Mission should neither withhold the payment of Mr Benton's Salary from that date nor appear to deny validity and legality of the account in whole and in part from June 1859 to 1869 in the case.

If a final settlement was made with them formerly missionaries of the Board in connection with its Syria Mission at the Missionary House in Boston it was in view of $1474.42 already received June 1861 on account of salaries and of donations advanced from

the Committee July 21. 1869 on the score of a salary, with the distinct assurance that the Board will redeem all their pledges.

The gentleman who gave me the plows is curious to know what is thought of them in Syria. Now what shall I write him on the subject where the people plow with sticks —

I earnestly ask immediate reconsideration of the vote that there can be no occasion for further conference, or a statement of the case held judicially in the formal of the Consular Court at Beirut Syria.

Very truly Yours

W. A. Benton

Rev S. B Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Ms.
Dear Sir,

I wrote you in September last that a donation given me for Mount Lebanon, a box of flour had been sold. No one can be more sorry than I for the loss of this kind gift of a Christian friend for Mount Lebanon. We propose to pay the value of the lost box to the donor, and ask a duplicate of the same and feel that it is our duty to leave in writing of the Board if it may please the Prudential Committee to return to Syria as soon as circumstances allow.

You and the Committee must be aware that our desire and intention should be to return for our proper missionary work

in Lebanon. The subject of our connection with its Syria Mission, I was obliged to refer for decision to the Committee nearly fifteen years ago. The reference was final.

Informed that our delaying beyond a reasonable time to return, will be regarded by the Committee as a sufficient reason for dissolving our connection with A.B.C.F.M. I was assured that the Mission will make provision for our necessities in accordance with the terms of the above resolution.

On the strength of this assurance as missionaries of the Board it was necessary and proper to acquiesce more fraternally in the executive action of the Prudential Committee as we did and should June 1861. But duty required a presentation of our protests and claims

from me, as a missionary of the Board against the action of Mr Calhoun advising with his associates in Syria, to withhold the payment of authorized Salary and other allowances, on demand from June 25. 1861.

Having received notice however that our connection with the Board ought to be and is according dissolved June 29. 1861 on payment of salary, it was proposed to agree and withdraw all our protests and claims against the treasurer of the Mission, etc in accordance with his private Instructions from the Committee.

But it was possible necessary and expedient to aver that payment has been demanded and withheld, and agree also, at the expressed desire of its authorized Agent Early in 1858

to submit the case, on its merits in the necessary form for the prosecution, in open Court therefore. On this subject I wrote you yesterday with enclosure of the account proved in the petition against defendant as Treasurer of the Mission for the Treasurer of the Board and of the Prudential Committee, ready to acknowledge all charities and donations received in the case.

Very truly Yours
W. A. Benton

Cambridge Ills
December 24 1873.

Rev. W. A. Benton.
Cambridge, Dec. 24, 1873
Recd. Jan. 26

Rev S. B Treat
Clerk of the Prudential Committee
A.B.C.F.M. Boston Mass
Dear Sir,

Revision or sanction of the account proved in the petition against Rev S. H Calhoun was necessary to commence proceedings on agreement of the parties to submit the case on its merits for consular adjudication at Beirut Syria early in 1869. But it was necessary to commence proceedings against Mr Calhoun as Treasurer of its Syria Mission, at his own expressed desire and official responsibility in the case.

Possibility of the vote that there can be no occasion for further correspondence must be conceded

inasmuch as it was no evidence against agreement to submit the case on its merits, but allowed interest, etc.

It is possible to agree that "the treasurer should receive further instructions on the subject" and understand the treasurer of the Board, inasmuch as the account proved in the petition against the treasurer of the inspire of course is a claim upon the treasury of the Board for the sum, whatever it may be, found due me as plaintiff in the journal of the court.

Missionaries of the Board of course have the right not only to regard as salary sums alleged to have been paid for charities or advanced as gratuities but also to demand and expect as well the payment of authorized

authorized salary in accordance with the Executive order from the Prudential Committee given even in conclusive action to separate them from connection with the Board as its missionaries. But Agents have no legal or moral right to submit a man in his cause or to set aside instructions from superior authority or to subject of a claim upon the treasury of A.B.C.F.M. in any civil case.

The treasurer of its mission advising with his associates in Syria could unlawfully withhold the payment of Mr Benton's salary and unaccountably deny validity and legality of the account in whole and in part from 1859 to 1869. On demonstration of the account charged in the petition, the defendant could also expressly desire that the

case should be submitted on its merits to the Court, and necessitate a verment, and agreement to submit the case

But the Committee have the right to revise the combined action of its mission, or to sanction as salary all the sums paid me for Chantries and gratuities on the score of what may be found due June 1861, July 1869 and October 1871 or December 1873.

Very truly Yours
W. A. Benton

Cambridge Street "
December 28, 1873.
"

Rev. W. A. Benton.
Cambridge, Dec. 28, 1873.
Recd. Dec. 29.

Rev. W. A. Benton.

Hon A. Hardy Recd. Dec. 29/73.
Chairman of the Prudential Committee
A. B. C. F. M. Boston, Ms.
Dear Sir,

In consideration of the allowed right to regard as salary $1434.42 already received from Rev S. H. Calhoun, treasurer of its Syria Mission, and to demand as well as expect from said treasurer the payment of Mr Benton's salary at the rate of $730 per annum; in accordance with farther instructions from the Committee it is possible to consider this sum legally and morally conclusive, and agree that a final settlement was made with them at the Missionary House in Boston July 21. 1869.

But in the face of unlawful action to withhold against

further instructions from the Committee in Dr Anderson's letter of June 29. 1861 to continue the payment, and appearance in Open Court of February 26. 1868 to deny validity and legality of the account in whole and in part from 1859 to 1869, I must have the right also to demand interest payable quarterly in advance at the legal rate on the account proved in the petition against Mr Lathrom as Treasurer of the Lyra Mission, for that year, and other years to come as well, unless "or until the Treasurer shall receive further instructions from the Committee on the subject"

So in the report adopted by the Board at Salem October 5 1871 it was necessary to present the account charged in petition

against Mr Calhoun, and allow "a claim upon the treasury of the Board for the sum of $22,181.15 on account of salaries for ten years past, with interest compounded at twelve per cent per annum for the whole time", I am happy to quote and acknowledge the statement in the express language of A.B.C.F.M. at its last annual meeting in Salem October 1871

We lament that appeal for leave in writing of the Board to return to Syria for the missionary work in Lebanon, in the judgment of the committee could not be entertained, obliged therefore to revise the account held in the formal of the Court as in a legal note payable on demand for the sum of $25,809.20 for another year, Dr Clark having laid the case once more before

The Prudential Committee, after some Consideration, informed me it was voted that, there can be no occasion for farther Conference, The possibility of this is no Evidence of Either revision or Sanction of the account against the Treasurer of its Spirit Mission or agreement at his expressed desire that it should be submitted on its Merits to the Board without introduction of irrelevant Matter.

Revision or Sanction of the Account, or agreement to submit the Case on its Merits, I think was necessary, then as well as now to commence proceedings in Civil Suit against the Board. It was necessary and expedient however to commence proceedings in civil suit against Mr Calhoun as Treasurer of the Mission

Respectfully submitted

W. A. Bentley

Immediate. Rev. W. A. Benton.

Rev S. B. Treat Cambridge, Dec. 31, 1873.
Clerk of the Prudential Committee Recd. Jan. 2/74.
A. B. C. F. M. Boston Mass.

Dear Sir,

I have the honor and pleasure to re-present the account proved in the petition against Rev S. H. Calhoun as Treasurer of its Syria Mission to the Prudential Committee, Of course this account is a claim upon the treasury of the Board for the sum of $30.642.50 on account of salaries fifteen years from July 1859 with interest at the legal rate payable quarterly in advance.

It was reported to be "a claim upon the treasury of the Board for the sum of $22.187.15 on account of salaries for ten years past with interest compounded at twelve

per cent per annum for the whole time." And "the report was meant to be a final utterance of the Board on the subject." October 1871; as I am informed by Rev A. L. Chapin D.D. Chairman of the Business Committee at that annual meeting of the Board in his letter to me of August 25. 1873.

But whatever was intended in the statement or expression of "a claim upon the treasury of the Board for the sum of $22.181,15 on account of salaries", etc, in the judgment of the Committee our united request for leave in writing of the Board to return to Syria could not be entertained; and it should be stated that an earnest protest against our return, was sent to the

Prudential Committee from
its Syria Mission before that
Mission was transferred
to the Presbyterian Board.

The assumption of the report
that a final settlement was made
with them at the Missionary
House in Boston July 21. 1869
on the subject of $1474.42
already received from the
treasurer of the Mission
in account of salaries due
from July 31. 1859 to June 1861
was not proved. Mr Calhoun
claims to have paid more
than thirty thousand piasters
for Chapters ($1474.42.)
That payment has been
demanded and withheld
on account of salaries at
the rate of $750 per annum
in Syria on demand from
June 1861 I must add did

aver in the Case; While we frankly acknowledge and feel that all our pecuniary claims have been fully met on this subject pro tanto: inasmuch as we have the right to regard as salary Charities paid by the Agent and gratuities advanced by the treasurer of the Board to the extent of $ 28,06,05 on the score of what may be found due in Boston or Beirut.

Under the rule of the Court the parties should be confined as closely as may be to the averments and denials of the statement and answer which shall not be altered after filing except on leave granted in open Court: and the agreement to submit the case on its merits. Etc

Cambridge Mass Very truly Yours
Wednesday Dec 31. 1873. W A Benton

Rev. W. A. Benton,

Cambridgeport, Jan. 7, 1874.

Rec'd Jan. 8.

Rev S. B. Neal

Clerk of the Prudential Committee

A B C F M Boston, Ms.

Dear Sir,

The report adopted by the A. B. C. F. M. at Salem October 5. 1871 I understand from Dr Chapin's letter of August 25. 1873 "was meant to be a final utterance of the Board on the subject". It expressly allowed "a claim upon the Treasury of the Board for the sum of $22,181.15 on account of salaries for ten years past, with interest", &c.

But "in the face of a receipt and full discharge to the Treasurer of the Board (for $14,4.42 already received from Rev S. H. Calhoun June 1861) this claim appeared simply absurd to the Committee, and all sensible people". And our united "request for leave in writing of the Board to return to Syria for the

Missionary work in Lebanon
in the judgment of the Committee
could not be entertained".

But I pray you and the Committee
"judge not according to the appearance.
but judge righteous judgment in
the case, submitted on its merits
to the Court of the United States
Consulate General at Beirut Syria.
Because from commencement of
proceedings in all civil cases
before said Court interest is
payable quarterly in advance.
And commencement of proceedings
to enforce from agreement of
the parties at trial in Open Court
to submit the case for consular
adjudication early in 1868.
was necessary as it was fraternal.

"Receipt and full discharge
to the treasurer of the Board" for
the sum of $1474.42 already
received from the treasurer of its

Syria Mission June 1861 in the account of Salary at the rate of $750 per annum from July 31. 1859 to June 29. 1861 was no agreement for "a final settlement" even in part without payment of Salary for the object specified in the case. In the construction of Mr Calhoun, those sums already received June 1861, the treasurer of said Mission paid for charities; and appears to deny validity and legality of the account in whole and in part from 1859 to 1869, on charge for indebtedness in the necessary form for the prosecution to enforce the payment of a salary.

Invited to produce evidence in support of the alleged claim it was alike honor pleasure and duty to introduce the Executive order from the Prudential Committee

given in Dr Anderson's letter to me of June 1861. And it was the pleasure of the Court to declare that "this order proved the Charge for indebtedness against Mr Calhoun as Treasurer of the Mission" and indicate a necessity "to me for the Case for decision to the United States Legation at Constantinople".

But at the expressed desire of the defendant, it was possible to agree on his suggestion that the Case should be submitted on its merits without introduction of irrelevant matter, and understand that the Journal of the Court should contain simply the petition and the denial thereof without further discussion. So the petition is held in the proper judicial form to enforce, as in a legal note, payable on demand, with interest, at Beirut, Syria unless the Treasurer should

receive farther Instructions from the Committee on the subject, given in Dr Anderson's letter of June 1861.

That the Treasurer should receive farther instructions from the Committee to continue the payment of authorized Salary in the Executive action of June 1861, the Combined action of Mr Calhoun advising with his associates in Syria to withhold from November 1860 must demonstrate. It was Combined action of subordinate, to set aside private and superior instructions of Prudential Authority in the Executive administration of A. B. C. F. M. in Syria. And this combined action was first to declare that my "perseverance in the course" to which I was ordained as an Evangelist to Syria "must necessarily lead to the dissolution of our

connection with the Mission"
Declared in the resolutions of
October 1858, and advised in
the resolutions of February 1. 1859
our separation from the Mission
therefore was judged necessary
and expedient June 8. 1859 and
subsequently from the Board
June 29. 1861.

On separation from the Mission,
a settlement was made July 31. 1859
when a balance of $574.42 was
found to remain as my debt
to the treasury of the Mission
who paid me for necessary
expenses $200 in 1860, and
$700 in three bills February 5. 1861
in all, $1474.42, but alleged
to have been paid for charities
in Syria and at Beirut, early
in 1868. —

The sub committee however
suggested that right to regard

as salary those sums already received from Mr Calhoun June 1861 whatever others may say, and advanced as a gratuity the sum of Two Hundred Pounds Sterling and Five Hundred dollars currency at the Missionary House in Boston July 21. 1869 asked on the score of a salary payment which never to have been demanded and withheld in Syria from the summer of 1859. It was necessary to make this averment and agree to submit the case on its merits, subject of course to the revision or sanction of the Prudential Committee

The Court judicially stated that this agreement would be equivalent and practically amount to a withdrawal and abandonment of this claim against Mr Calhoun. On

this judicial statement I have presented the account held in the Journal of the Court and referred this claim against the defendant as Treasurer of the Syria Mission, to the fraternal consideration and sanction of the Prudential Committee. If the Committee consider this receipt and full discharge to the Treasurer of the Board for $1474.42 etc legally and morally conclusive on the subject, without payment of salary from July 1859 to June 1861 ought the Board to concur fully with said Mission in its opinion and conclusion of June 1861, and and in the petition to enforce? Immediate answer is demanded.

Very truly Yours

W. A. Benton

Cambridge Ms

Jan 7. 1874.

Private

Rev. Wm A. Benton

Cambridge Jan. 8, 1874.

Rec'd Jan. 10.

Hon A. Hardy
Chairman of the Prudential Committee
A. B. C. F. M. Boston, Ms.

Dear Sir,

I have the honor and pleasure to refer the account of salaries for fifteen years with interest payable quarterly in advance at twelve per cent per annum for the whole time to the immediate cognizance of the Prudential Committee. A copy of the account including estimate of salary at the rate of $350 per annum for another year I have enclosed to the Treasurer of the Board, from yesterdays date.

I lament the culpable negligence and unlawful action of Revs. H Calhoun and his associates in Syria adviding to withhold in the face of further instructions from the

Prudential Committee to continue the payment of Mr Benton's salary at the rate of $750 per annum in the action of June 1861.

I lament denial of the validity and legality of the account in whole and in part from 1859 to 1869 claiming to have paid more than thirty thousand piastres ($14,4.42) for charities. I lament the expressed desire of said Agent that the case should be submitted on its merits to the Court of the United States Consulate General at Beirut Syria. Early in 1868:- amicable adjustment and friendly arbitration proposed by the Board being declined by the defendant.

I lament the official attitude of the secretaries of the Board to approve his action however unlawful; and agree that I have sued the Board at Beirut in the case against the defendant

as Treasurer of the Mission.

I am sorry to be obliged to acquiesce in the vote of the Prudential Committee received June 8. 1872 that there can be no occasion for further conference; and accord with the opinion of Dr Chapin in his letter to me of August 25. 1873 that the report adopted at Salem October 3. 1871 was meant to be a final utterance of the Board on the subject. I have no idea said Dr C that the subject will be entertained in any form again.

Under the rule of the Court interest at U.S legal rate is payable quarterly in advance. And the parties at trial should be confined as closely as may be to the averments, etc with the understanding that the journal of the Court should contain simply the petition and the denial thereof, without further discussion.

But entertained in a judicial

form held in the Journal of the Court as in a legal note payable on demand, with interest, for the sum of $22.181.15 on account of salaries for ten years past, with interest etc October 1871 I must revise the account for another year, at the authorized rates, and represent a claim upon the Treasury of the Board for the sum of $30,642.69/100 on demand with interest from January 7. 1874 $919/100 etc —

Ought the Board to concur fully with the Syria Mission in its opinion and conclusion of June 1861? and in agreement at the expressed desire of Mr Calhoun that the case should be submitted on its merits to said Court without introduction of irrelevant matter? Should we ask the Court to enforce?

Immediate answer is desired.

Very truly Yours

W. A. Benton

Cambridge Ms.
Jan 8. 1874

Private.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston Ms.

Dear Sir.

Allow me herewith to enclose a communication for the Chairman of the Prudential Committee on the subject of the account proved in the petition against Mr Calhoun as Treasurer of the Mission.

We desire to have leave in writing of the Board to return to Syria. It may be private as instructions of 1856 or as this note.

Dr Anderson wrote me that the Committee are not responsible for the facts in the Mission and lament them and that the Mission will of course make provision for our necessities, etc So we expect and desire

The figures on the subject of "a claim upon the Treasury of the Board for the sum of $30.64260 on demand with interest from pr instant accord with prior ale and further instructions to continue the payment of a salary given in Dr Anderson's letter of June 1861 and necessary agreement on my part to submit the case early in 1868.

We owe sincere thanks to the Committee for the Executive order for comfortable support incorporated in official action to separate us from the Board June 1861 introduced as evidence in demonstration of the alleged claim I hear of the Court decide that this order proves the charge for indebtedness against Mr Calhoun as Treasurer of the Mission.

Constructively as you say I have sued the Board in the case against Mr Calhoun

One commencement of civil suit should suffice in the same,

Therefore I have submitted the account, and the agreement to submit the same, for Revision or sanction of the Committee in which Executive order we recognize full authorization to continue the payment of a salary required in justice and equity from the treasury of the Mission,

Said once more before the Committee for the annual accounts in 1871.–1874 of course there can be no occasion for farther conference without the sanction and against the wishes of the Prudential Committee

Desiring immediate settlement

I remain very truly Yours

W. A. Benton

Cambridge Ms

January 1874.

"

"

Rev. W. A. Benton

Cambridge, Jan. 1874.

Rec'd Jan. 10.

Rev. W. A. Benton

Cambridge, Jan. 1874.

Rec'd Jan. 10.

W. A. Benton

Cambridge Jan. 1874

Rec'd Jan. 14.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Mass.

Dear Sir,

Whatever was intended in the resolve adopted at Salem October 5. 1871, it was declared that our united request for leave to return to Syria could not be entertained; and that there should be stated an earnest protest from the Syria Mission sent to the Prudential Committee against our return. The resolve expressly stated also "a claim upon the treasury of the Board for the sum of $22,187.15 on account of salaries for ten years past with interest compounded at twelve per cent per annum for the whole time".

In view of the facts, I am sorry to be obliged to revise this account, and represent

a claim upon the treasury of that Bond for the sum of $25.809.20 January 1. 1872. $30.642.60 January 1. 1873 and $35 238.50 January 1. 1874 including Estimated Salary alone for 1875 in accordance with the Opinion and Conclusion of June 1861 and agreement of the parties at trial to submit the case on its merits for the prosecution to enforce.

Protest against liberty or duty to return to Syria must be irrelevant and absurd as denial of the account proved in the petition against the defendant as Trustee of the Mission. Therefore revision of the account another year from October 1871 was necessary for the sum of $25.809.20 due that year on notice of the vote.

from the Prudential Committee received June 8. 1872. And we must lament if there can be no occasion for further conference on the subject.

So revised for the past, present and next year, I have the honor and duty to represent plaintiff's "Claim upon the treasury of the Board for the sum of $35,238,50 and refer the account against the treasury to the Prudential Committee of U.B.C.F.M. Who alone have the control of all the Foreign Missions of said Board.

It seems unnecessary to submit estimates for interest payable quarterly in advance 1875, inasmuch as we desire immediate answer to our protests, claims and obligation to agree as we should if the action of its authorized agent be approved or allowed at his expressed desire in open court.

From commencement of proceedings to enforce the claim of interest at the legal rate is the proper penalty which our laws give for neglect refusal denial, and protest against the time and duty required from one to another in the Executive order and action of June 1861 this is a very slight consideration for concurrence in the opinion and conclusion however absurd that our connection with the A.B.C.F.M. ought to be, and is accordingly dissolved 1861 to 1871.

In hope of immediate answer from the Prudential Committee, and enclosing herewith Mrs Benton's letter for due sanction I remain

Very truly Yours,

W. A. Benton

Cambridge Mass.
January 1874

UNITED STATES CONSULATE,
JERUSALEM, April 27, 1869.

The undersigned American citizens, having resided for several months in Mount Lebanon, (at Bhamdun and its environs, in 1868,) are convinced that the Rev. William A. Benton and his worthy wife enjoy the esteem and entire confidence of the inhabitants of the country where they have resided for years as American missionaries.

The relations of the undersigned with the Benton's family, and the incessant praises of honorable residents in Lebanon, in their regard allow them to consider the Rev. W. A. Benton as a type of honor and delicacy and a true Christian, and Mrs. Benton as a model of kindness and evangelical charity.

The house of this Christian family has always been open, day and night, with the most hearty consolations to those who suffered either morally or physically.

Europeans and natives of Bhamdun and environs profess the greatest respect for the character of the Rev. Mr. Benton, who is considered as a noble missionary by all religious denominations; many among them owe their lives to the assiduous care of Mrs. Benton, who was a real mother to them.

During the massacres in Syria of 1860, Mr. Benton's attitude was above all praise; hundreds of people owe to him their lives.

The undersigned are able to cite the names of Europeans and natives, still resident in Lebanon, who declared to them that they would have been since a long time in the grave, had they not been preserved by the touching cares of this noble family.

V. BEAUBOUCHER,
GEO. C. TAYLOR,
JOHN J. TAYLOR.

References

Rev Mr Wright Damascus

Hector Mott & Mrs. Mott Beirut

W. Riddell Esq & Mrs R. Cyprus

formerly of Aleppo & Beirut

B. Bishop Esq Beirut

R. Tritt Esq ——— "

Rev Jared Strong Alexandria

Rev Mr Lansing Cairo Egypt

Missionary Watch Cairo Egypt

Other names if necessary

Mrs W. A. Benton

Cambridge Mass,
Jan. 12. 1847

To The Syria Mission

Dear Brethren —

Our efforts for the education of our children have been greatly blessed, and now with renewed strength & consecration we desire to return to our beloved field of labor on Mt. Lebanon.

It is painful for us to contemplate our return in the face of your Protest.

At the kind suggestion of Rev Dr Treat we venture to address you dear brethren & fellow-laborers, this request — this petition, this earnest

entirely — That you would withdraw your Protest — that you would no longer oppose our humble work for Christ in those poor villages of Lebanon — that you would for Christ's sake & for the sake of his poor people scattered in those dark regions, withdraw at once and entirely your opposition to our return to those poor people, those women who are so longing to see us back —

Praying that the Lord may incline your hearts to receive this petition, & open a wide door for our joyful return to our missionary work on Mt Lebanon

As ever yours most faithfully in the cause we all seek to advance

Mrs. W. A. Benton

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston. Mass.
Dear Sir,

Whereas the Prudential Committee hold us to the agreement; and desire no vain repetition of matters thus fully settled, as Mr Ward wrote me December 20. 1869; And

Whereas receipt of donations for the Missionary work in Lebanon you wrote and published in the Congregationalist of December 8. 1870 if we should acknowledge or give we should act without the sanction and against the wishes of the Prudential Committee; Therefore

we ask the treasurer to state the agreement on matters thus fully settled in the case.

And we ask you to state if our receipt of donations for the missionary work in Lebanon would be proper action without the sanction and against the wishes of the Prudential Committee, what then?

Your Card was prejudicial to me in the churches which support the Foreign Missions of A.B.C.F.M., and irrelevant on agreement to submit the case on its merits for consular adjudication.

Is the desire of Mr Calhoun that the case should be submitted on its merits to the Court approved in denial of validity and legality of the account in whole and in part from 1849 to 1859?

In what sense or construction was a final settlement made

with them at the Missionary House in Boston July 1869 or October 1871?

Ought the Prudential Committee to concur fully with the Synod of Pipsica in its opinion and conclusion of June 1861? Ought the Board to concur without payment of authorized salary on demand June 1861 to October 1871?

I am sorry to be obliged to aver that payment of salary has been demanded and withheld from the summer of 1859; and agree to submit the case on its merits and enforce unless the treasurer should receive further instructions to continue the payment of "a claim upon the treasury of the Board" in this case.

Very truly Yours

W. A. Benton

Cambridge Ms
Jan 15, 1874

Rev. W. A. Breton.

Cambridge, Jan. 15. 1874.

Rec'd Jan. 17.

Mr Wellington K. H.
Goulding – a memorial of his son
in Roxbury. X 500
Beneficent Chr.
Prov. R. I.

K. D. G.
Goulding, Phillips

For the Prudential Committee

Rev. W. A. Benton

Rec'd Jan. 20.

Dear Brethren,

The undersigned was ordained as an Evangelist to Syria at Holland, Conn., May 18. 1847; and with his wife engaged in a contract for life with A. B. C. F. M., and left Boston first June 21. 1847, and secondly January 7. 1853 in a sailing vessel from Smyrna, as missionaries of that Board to reside at Rhamdun and labor in that upper district of Lebanon — We remained at Rhamdun until our departure for the United States arriving at Boston July 10. 1869; when it is represented in the report adopted at Salem** that a final settlement was made with them at the Missionary House in Boston.** (October 5. 1871)

The Report also admitted the presentation of "a claim upon the Treasury of the Board for the sum of $22,181.15 on account of salaries for ten years past with interest", etc. I should say for twelve years and five months past with interest at the legal rate of twelve per cent per annum payable quarterly in advance from January 1868 for the whole time to the end of the case.

Held in the necessary form for the prosecution of an individual as bearer of the Syria Mission it was therefore admitted and allowed in that report if the parties should agree that the account proved in the petition is a claim upon the Treasury of the Board without estimates in advance for another year.

Revised for 1872 and represented as it should be for the sum of $25.80.9.20 on account of salaries with interest at the authorized rates in the case, laid once more before the Prudential Committee. After some consideration, I understand from Dr Clark, it was voted that there can be no occasion for further conference. And this answer was received June 8. 1872. thirteen years from our separation from its sacred mission June 8, 1859.

The Report also presented that we were separated from the Board, June 29. 1861. In view of the receipt and full discharge to the Treasurer of the Board for the sum of $14711.42 already received June 1861 if the Committee consider this legally and morally conclusive,

that representation and conclusion should be possible, without prejudice or injury to the parties at trial in the case, pro tanto. Because it was possible to consider this legally and morally conclusive receipt and full discharge to the Treasurer of the Board in part, however denied by its authorized Agent in gross alleging to have paid me more than Thirty thousand pounds for Charities. ($14,4.42)

And if denial of the truth of the account in part be irrelevant and absurd, is the denial in whole right either in law or equity? Ought the denial of the truth of the petition to be continued on battered file in the Journal of the Court?

Very truly Yours
W. A. Benton

Immediate Rev. W. A. Benton
Rec'd Jan. 21. 1874.

Rev S. B. Treat
Clerk of the Prudential Committee
A. B. C. F. M. Boston, Ms.

Dear Sir,

Of matters thus fully settled at the Missionary House in Boston July 21. 1869. I think was the right to regard as salary $1474.42 due me June 1861, as a Missionary of A. B. C. F. M.; and to conclude that our connection with the Board ought to be and is accordingly dissolved June 1861. But in separation & action to separate, I received notice of further instructions given Mr Calhoun "to continue the payment" of the account, & is of course "a claim upon the treasury of the Board"

The Mission combined to advise whether it is right or wrong, our recall & release

from the service of the Board as members of the same called its action discipline separation from its membership and from the Board June 1861 terminated the matter -

Now on payment, or agreement to continue, the payment of authorized salary, petition to enforce can be withdrawn in accordance with further instructions from the Committee on the subject of whatever may be found due us in the case, stated in the Journal of the United States Consular Court at Beirut Syria, where payment has been demanded and withheld

Enclosing a paper for the consideration of the Board

I am very truly Yours

W. A. Benton

A.B.C.F.M.

Rev. W. A. Benton

Ordained as an Evangelist to Syria at Holland, Conn. ~~January 18. 1847~~ Rec'd Jan. 21. 1874

the undersigned with his wife engaged in a contract for life as missionaries of A.B.C.F.M. and left Boston first June 1847; and secondly January 7. 1853 designated to reside at Shamdun and labor in that wider district of Mount Lebanon

On Executive separation from its Syria Mission June 8. 1859 and from the Board June 29. 1861 we remained at Shamdun until we left to return to this Country at the invitation of the Prudential Committee arriving at Boston July 10. 1869

The report adopted at Salem October 7. 1871 represented that a final settlement was made with them at the Missionary House in Boston July 21. 1869:

and also that a communication was received there presenting "a claim upon the treasury of that Board for the sum of $22,181.15 on account of Salaries for ten years past with interest", etc

I should have said "twelve" etc including 1859 to 1861, with interest payable quarterly in advance from January 1868 to October 1871.

Held on agreement to submit the case on its merits in open Court against Rev. S. H. Calhoun as treasurer of its Yuma Mission if he should agree. The report seemed to allow that account proved in the petition against said Agent was "a claim upon the treasury of that Board for the sum of $22,181.15" without estimates for another year 1872 in advance, &c, &c.

Revised and resubmitted as it should be for $25,809.20 in the case said once more

before the Prudential Committee
after some consideration
& understood from official notice
received June 8 1872 it was voted
that there can be no occasion
for further conference. This was
thirteen years from our separation
from its Syria Mission June 8. 1859.

The report also alleges, or
concedes our separation from the
Board June 29. 1861; in view of
the receipt, if "the Committee
consider this legally and morally
conclusive". That no presentation
should be possible without
prejudice or injury to the
parties at issue in the case.

Because it was possible
to consider this receipt in part
however denied by the Allowance
alleging to have paid Pied more
than thirty thousand piasters
for charities ($1474.42)
But of denied of the truth

in part be irrelevant and absurd, how can denial of the whole account be upheld either in law or equity?

Ought this denial of the truth of the petition to be continued in the necessary form for the prosecution on oath and file in the journal of the Court?

Mrs Benton has sent her earnest appeal to the Creditors in Syria for withdrawal of the protest against our return to Syria which the report likewise stated in past action of A.B.C.F.M. at Salem October 5. 1871.

On agreement to continue, of course our petition to enforce the payment of authorized salary or demand can be withdrawn in accordance with farther instructions from the Committee on this subject.

Respectfully submitted

W. A. Benton

14 Trowbridge Street
Cambridge Feb 5. 1874

Rev R. Anderson D.D.

My dear Sir
Rev. W. A. Benton

I have your note of the 29th ult. received last evening. Rec'd Feb. 6, 1874

Having returned to this country from Syria at the invitation of the Prudential Committee, it seemed good to Mr Benton to refer to you and Mr Hardy and other gentlemen who had seen and known us as missionaries in Mount Lebanon. The reference I think, was necessary and proper in the circumstances and facts of the case.

Therefore I am surprised at those notes of January 29th 1874 received from Mr Hardy and yourself for withdrawal of your names from the list

of reference in the Lyceum Magazine, But in view of your as well as of this request, Mrs Benton asks pardon, and desires to resume our proper Missionary work in Lebanon just as soon as circumstances allow, if the Lord will.

I thank you for the assurance that in this you are not actuated by any unfriendly feeling towards either of us, personally. And we hope that you have done no one, tho injury to think that your "name is used in commendation of Mrs Benton's lectures on Palestine, which you have not heard" The reference is in support of our Missionary Credentials from Syria. I remain as ever

Very truly Yours

W. A. Benton

Rev R Anderson D.D.

Dear Sir,

I am surprised that you and Mr H. should write Mr Redpath and accuse me of the use of your names in introduction or commendation of Mrs Benton's lectures on Bible lands. among the References in the Lyceum Magazine,

Advised not to refer to you and others without previous Consent, Mrs Benton decided to make the references as she could cite witnesses in support of our Missionary character and official life in Syria

You appear to have assumed what I had not done, and then concluded, therefore

Whereas it was proposed in the summer of 1861 on payment of salary to withdraw all our protests and claims against the treasurer of the Mission, - its individual members, and A. B. C. F. M. in accordance with his private instructions from the Prudential Committee on the subject;

Whereas Rev S. H. Calhoun treasurer of the Mission appeared not only to withhold and refuse the payment, but even to deny the validity and legality of the account in whole and in part from the summer of 1859 to 1869 in a civil case; and informed me June 18. 1868 at Aleppo that Dr Clark in a recent letter approved his action; And

Whereas the Committee at the Missionary House in Boston July 21. 1869 officially suggested

our right to regard as salary $1474.42
already received from Mr Calhoun
June 1861 whatever others may say;

Therefore we should, as we did,
conscientiously feel and acknowledge
that "all our pecuniary claims had
been fully met" on the subject from
July 1859 to June 1861, in the case,
and we gratefully accepted the donations
announced at the Missionary House.

Now this proposition for fraternal
adjustment from the summer of 1861
and acknowledgment of July 1869
construed into "receipt and full
discharge to the treasurer of the
Board", for the sum of $1474.42
in the account from 1859 to June 1861;
and of unpaid salaries from that
date to this time. I hereby refer
for immediate agreement or
further conference of the Prudential
Committee.

W. A. Benton

Cambridge Ms
February, 1874

I "will see the propriety of withdrawing it".

What do you and Mr H wish me to do on the subject in the present edition of the Lyceum Magazine? We fraternally ask further conference, and request leave in writing of A.B.C.F.M. to return to Syria for our proper missionary work in Lebanon, to which we have so long consecrated the utmost service of this life from my ordination May 18. 1847.

The proposition from August 1861 submitted to Mr Calhoun by our Consul and transmitted to me from Syria, I have the pleasure herewith to enclose for amicable adjustment and fraternal decision of the Prudential Committee. I am as ever

Cambridge — Very truly Yours

February 12. 1874 — W. A. Benton

Rev. W. A. Benton

Cambridge, Feb. 12, 1874.

Rec'd Feb. 13.

Immediate Rev. W. H. Benton
A. B. C. F. M.
Cambridge Feb. 12. 1874.
Rev R. Anderson D.D. Rec'd Feb. 14.

My Dear Sir,

In past action by the Committee, and by the Board at Salem October 5. 1871 there was a failure to deny the account submitted for immediate adjustment, or conference, on the subject of past salaries. The report adopted by the Board unanimously allowed in express terms our humble presentation of "a claim upon the treasury of the Board for the sum of $22.141.15 on account of salaries for ten years past, with interest, &c

In view of this corporate action, on the judgment that our earnest request for leave in writing of the Board, could not be entertained, I was obliged to revise the account and represent "a claim upon the treasury of the

Board for the sum" of $25.609.20 at the authorized rates for 1872. Said once more before the Prudential Committee, after some consideration I am advised June 8. 1872 "it was voted that there can be no occasion for further conference" on the subject, for another year.

Revised and represented for the sum of $30.642.60 on account of salaries with interest for 1873, including estimate of salary alone for this year I wrote and received the answer of August 25. 1873 in the case. In the face of "receipt and full discharge to the treasurer of the Board" for $1474.42 already received June 1861 on account of salaries in part, I see that "the claim" in whole from the summer of 1859" appeared simply absurd to the Committee and all

sensible people". Therefore there can be no occasion for further conference or amicable adjustment in the matter for 1872 and 1873.

Confined simply to the petition and the denial thereof. Without either amicable adjustment or further conference I am sorry to be obliged again to revise and resubmit the account for another year, and "ask an advance of $500 on the score of a salary" payment whereof I claim to have been unlawfully withheld from July 31. 1859 to this time.

Of course this account is "a claim upon the treasury of the Board" from agreement to submit the case on its merits at the expressed desire of Mr Calhoun as treasurer of the Mission "privately

instructed to continue the payment until the Treasurer should receive farther instructions from the Committee."

Action or neglect of its Agent June 1861 to continue the payment of authorized salary on demand was absurd, unlawful, and irrelevant. It was absurd in view of $1474.42 already received. It was unlawful, as well as absurd, to withhold against the Executive order from the Prudential Committee to continue the payment on demand. And it was both absurd, and unlawful, as well as irrelevant to deny validity and legality of the account in part and in whole of past salaries due me January 1868; or 1874: on demand with interest in Syria

Very truly Yours

W. A. Benton

Cambridge

February 1874.

Rev. W. A. Benton. } Cambridge March 5. 1874

Rev R. Anderson D.D. Recd. March 7.

Congregational House, Boston.

Dear Sir,

In the matter of my petition and the denial thereof it was suggested by the Committee at the Missionary House in Boston July 21. 1869 that we have the right to pay and as salary the sum of $1474.42/100 already received from Rev. H. Calhoun Treasurer of its Syria Mission since 1861. in the account of Salaries from the Summer of 1859. Therefore general denial of the account from 1859 to 1869 must be irrelevant, at least, in part; and ought to be withdrawn; or disapproved in the case.

Whereas the charge for indebtedness proved against Mr Calhoun as treasurer of the Mission is a claim upon the treasury of the Board in Syria with

interest, I have the honor and duty to represent that the Treasury of the Board is indebted to me $35.238.50 on account of salaries payment whereof having been demanded and withheld I ask the Prudential Committee to revise the action of its authorized Agent to withhold, refuse, deny and repudiate this claim from July 1859 to this time; and advise that the case should be submitted on its merits for consular adjudication in a civil case, against him & the Board.

Privately instructed and fully authorized to continue, Mr Calhoun could have no right to withhold the payment of my salary on demand June 1861; nor to deny the truth of the account from 1859 to 1869. on oath and file, in the Journal of the Court from commencement

of Proceedings January 1868.

It seems to me premature to assume without payment that "a final settlement was made with them" on the subject, at the Dispensary House in Boston either in part or in whole. Mere acknowledgment of $1474.42 already received from Mr Calhoun June 1861, the Business Committee regarded at Salem "receipt and full discharge to the treasurer of the Board":- and considered "this legally and morally conclusive", without our consent, denial of the account in whole and in part should be withdrawn or disallowed in the case if "a final settlement was made".

I am surprised at the unlawful action of the brethren approved by Dr Clark and allowed by the Prudential Committee, in

the existing circumstances, on the subject. As the Prudential Committee hold us, we hold a claim upon the Treasury of the Board under No 1 Form in contract to secure the payment of all that justice demanded and Christian Humanity required from one to another in that peculiar relation which ought always to subsist between Members of the same Mission Missionaries of the same Board as citizens of the United States.

Is general denial of the account from 1859 to 1869 approved or allowed on agreement to submit the case? The Court stated that agreement would be equivalent and practically amount to withdrawal and abandonment of this claim against Mr Calhoun. Therefore it is a claim upon the Treasury of the Board. Very truly Yours

W. A. Benton

Rev R. Anderson D.D.
Congregational House, Boston,

Dear Sir,

On agreement that the case against Rev S. W. Calhoun as treasurer of its Syria Mission at his expressed desire should be submitted on its merits to the Court of the United States Consulate General at Beirut, Syria, it should be distinctly understood that the journal of the Court must contain simply the petition, and the denial thereof. And interest compounded at twelve per cent per annum for the whole time, is payable quarterly in advance.

Without introduction of irrelevant matter, the Executive order given in your letter to me of June 1861 proved the charge for indebtedness against Mr Calhoun as treasurer of the Mission. Submitted on its merits without

further discussion, I requested the Court to secure the payment of all that justice demanded and grant the expressed desire of Mr Calhoun in the case. So it was possible only to agree and cheerfully accord with its resolutions and practically acknowledge the authority of the Lyric Mission in that peculiar relation that ought always to subsist between the bodies at trial as citizens of the United States.

But denial of the truth of the account proved in the petition No I Form in Contract against him as treasurer of the Mission, in my apprehension was irrelevant in a civil case. The suggestion of our perfect right to regard as salary $1474.42 already received from the treasurer of the Mission June 1861 disproved the denial of the petition in whole and in part from 1859

for a limited time. The Committee suggested our right on the subject at the Missionary House in Boston July 21 1869. and granted $500 on the score of a salary, etc, etc,

Therefore revision of the answer in denial of the account proved in the necessary form for the prosecution of Mr Calhoun as treasurer of the Mission; and of the agreement at his own expressed desire that the case should be submitted on its merits in open Court; and of earnest protest from said Mission against our return to Syria for the missionary work in Mount Lebanon, I have the honor and duty to ask from the Prudential Committee. Otherwise the answer should be stricken or withdrawn from the Journal of the Court

Very truly Yours

March 7. 1874

W. A. Benton

Rev. W. A. Benton

March 7, 1874

Rec'd March 9.

Rev. W. A. Benton.
Cambridge
March 23. 1874
Rec'd March 24.

Rev R. Anderson D.D.

Dear Sir,

Allow me to enclose the substance of my last note to Dr Clark on the subject of back salaries, etc.

The expediency of our separation from the Board I have required from the outset to the Prudential Committee; and submitted the case on its merits at the expressed desire of Mr Calhoun in open Court at Beirut Syria after the charge for indebtedness was proved against him as treasurer of the Mission, of course this charge was a claim upon the treasury of A.B.C.F.M.

A few days more will add interest payable quarterly in

advance on the score of what may be found due in the case.

Please observe that payment of salary has been demanded and withheld from June 1861 and I think unlawfully withheld from me - The answer of Mr Calhoun in general denial of the account is irrelevant as the documents from the Military and Medical men in service of such a nature as not to render me accountable in the case —

The account includes Estimate of Salary for another year $35.238.30
The present value of this 31.561.87
to which a few days will add 946.85
Amount from April 1. $32,508.72;
or what may be found due in the case at Burial, service,

Cambridge
Monday P.M.
March 23. 1874.

Very fraternally Yours
W. A. Benton

Rev. W. A. Benton

A. B. C. F. M.,
Cambridge, March 1874.
Rec'd, March 24.

Whereas the Report adopted at Salem October 5. 1871 was intended to be a final utterance of A. B. C. F. M. on the subject;

Whereas the report in express terms admitted a claim upon the Treasury of the Board for the sum of $22.181.15 on account of salaries for ten years past with interest compounded at twelve per cent per annum for the whole time;

Whereas on this account the sum of $1474.42 already received from Rob't. Calhoun Treasurer of the mission June 1861 was due, when it was resolved and concluded that our connection with the Board ought to be,

and so accordingly ~~dismissed~~
at Phandum Mount Lebanon Syria;

Whereas our acknowledgment of this sum could be no receipt and full discharge to the treasurer of the Board for $1474.42 on the account without the payment or sanction of salaries due from the summer of 1859 to that date; And whereas our united request for leave in writing of the Board to return to Syria for the missionary work, could not be entertained in the judgment of the committee at Salem October 1871;

Therefore I am obliged and have the honor and duty to revise the account presented there and submit the proper estimates at the authorized rates of salary alone with interest for another year 1872. For the sum of $25,809.20

Laid once more before the Prudential Committee after some Consideration, it was voted that there can be no occasion for further conference. Of this vote I received due notice June 3. 1872.

Refused for the sum of $30.642.60 for the last year. Dr C wrote me August 25. 1873 that "the claim in the face of our receipt and full discharge to the Treasurer of the Board appeared simply absurd to the Committee and all sensible people. The report was meant to be a final utterance of the Board on the subject". And Dr C added, "I have no idea that the subject will be entertained in any form again".

Now therefore on the sum

$30.642.60 interest due me
919.28 January 1. 1874
$31.561.87, must be demanded
unless or until the Treasurer should
receive further instructions.

I am sorry to be obliged to urge
all my protests and claims against
Mr Calhoun's action to withhold, refuse
deny, and repudiate obligation in
accordance with the Executive order given
June 1861 to continue the payment, etc,

Most cordial thanks are due to
the Prudential Committee for such order
to suspend, in Executive action to
separate, us from the Board, formerly
Missionaries in connection with
its Syria Mission at Bhamdun
Mount Lebanon, Syria. Held in
the necessary form for the prosecution
to enforce the claim was proved
in the petition at Beirut Syria.

Cambridge
March 1874

W. A. Benton

Immediate

14 Trowbridge Street
Cambridge
Saturday April 25. 1874

Rev E. R. Alden D.D.

Dear Sir,

I had the honor and pleasure as a missionary of the Board to ask Hon. A. Hardy at Bhamdun Mount Lebanon in April 1860:—

Can Missions separate the missionaries from their connection with the Board in Foreign Countries? Must I renew and urge the question?

I wrote Mr Hardy yesterday an earnest protest and remonstrance against the action of the Secretaries to approve the unlawful action of Revs. H Calhoun to withhold payment or advance of authorized salary in Syria on demand from June 1861. I am obliged to concur

and cheerfully concede that all parties should, if they please concur in the Executive Action of June 1861 and the Ex post facto Action of October 1871 in a civil case.

Because formerly Missionaries of A.B.C.F.M. in connection with its Syria Mission we sought to accord with its resolutions and practically acknowledge the authority of the Mission subject of course to the Revision and sanction of the Prudential Committee, so advised from the first. August 1858. we sought to "Submit to every ordinance of man for the Lord's sake".

Because secondly in the Executive Action of June 1861 we cheerfully received due notice that the treasurer should receive further instructions from the

Committee "to continue the payment of Mr Benton's Salary" etc introduced as evidence in a civil case this order in the judgment of the Court proved the charge for indebtedness against him (Mr Calhoun as treasurer of the Mission: and disproved his denial then & once for all, And I was authorized to negotiate & into Court "an advance of $500 on the score of a Salary" payment whereof having been demanded and withheld, I ask the Court to enforce so advised February 1868 we should agree to submit the case and abide the issue as a citizen of the United States.

The Prudential Committee know if Missions can separate Missionaries of the Board from connection with any Mission. And from A. B. C. F. M.

Rev. W. A. Benton.

Cambridge, Apr. 25, 1874.

Rec'd Apr. 29

in Foreign Countries, In the action and language of June 1861 our "connection with the Board ought to be and is accordingly dissolved" as its missionaries and as citizens of the United States.

In the Corporate action of October 1871 the Business Committee reported what they found and the Board allowed to be, "expressly" a claim upon the treasury of the Board for the sum of $22,161.15 on account of salaries", etc

Dr Clark however represents that we "can have no claim for salary on the order" given June 1861; and so denies "a claim upon the treasury of the Board": as if he would if he could be able "to subvert a man in his cause"?

Please advise, inform & oblige

Very truly Yours

W. A. Benton

Oakdale
July 20. 1874

To the Prudential Committee
A. B. C. F. M. Boston. Mass

Dear Fathers & Brethren in the Lord.

Notified of a sufficient reason for our separation from the American Board October 19. 1859 I was obliged to acquiesce in the Executive Action of June 1861 and the Corporate Action of October 1871 in the case; and in the judgment of Him honored Chairman received at Cambridge July 2. 1874 that said Board has "fully met all its obligations to Mrs Benton and her husband".

Obliged to agree that the Case should be instituted and submitted on its merits to the

Court of the United States
Consulate General at Beirut
Syria against Rev S. Halhoun
as Treasurer of the Syria Mission
I am ready for withdrawal
and abandonment of this claim
against him in that peculiar
relation which ought always to
subsist between the parties at trial
as Citizens of the United States, on
payment of salary in accordance
with his private and further
instructions given June 1861, in
discharge of all its obligations
thus, Mr Halhoun advising
with his associates has not
met all the obligations of the
Syria Mission, and its treasurer,
from the Summer of 1859 to 1861;
or of 1861 to this time, in
a civil case, Therefore I ask
the payment of all its obligations.

Respectfully submitted
W. A. Benton

Rev. W. A. Benton

Oakdale, July 20, 1874.

Rec'd July 22.

Immediate

Rev. W. A. Benton

Rec'd Dec. 12.

Hon N. Hardy
Chairman of Prudential Committee
A. B. C. F. M. Boston, Mass.

Dear Sir,

We, missionaries of the American Board formerly in connection with the Syria Mission should agree to consider the sum of $1474.42 already received from Rev S. H. Calhoun, Treasurer of said mission legally and morally conclusive on the subject of salaries at the rate of $750 per annum from July 31. 1859 to June 29, 1861; and still aver that payment has been demanded and withheld in the case. Because Mr Calhoun considered that instructions constituted no order to continue the payment of Mr Benton's salary on demand

from that date, and appeared to deny the truth of the account charged in the petition against him before the Court early in 1868. But in the judgment of the Court this order proves the charge for indebtedness against him as treasurer of the Mission, on account of salaries from 1859 to 1869 with interest compounded at twelve per cent per annum for the whole time.

Denial of the validity and legality of the account in whole and in part for the sum of $12,038.86 was denial of the truth in the case. instituted in the necessary forms for the prosecution to enforce the payment of authorized salary on demand and commence proceedings against him or A B C D E, in Syria.

On no construction of the case, receipt and full discharge to the Treasurer of A.B.C.F.M. can we acknowledge to be "a final settlement" without payment or sanction of $1474.42 already received on account of salaries June 1861. The Committee may consider this legally and morally conclusive, in accordance with the action of June 1861 executively to separate us from A.B.C.F.M. as its missionaries resident in Syria Hamidun Mount Lebanon Syria

That "the treasurer should receive further instructions from the Prudential Committee on the subject". We know from his private instructions given us June 1861. incorporated into

Executive action to separate us from A. B. C. F. M. as its missionaries there. The right to separate me as a missionary of the Board is evident as the fact of private and further instructions to its superintendent and authorized Agent in Syria from date thereof "to continue the payment of Mr Benton's salary". Instructions of course should bind the Agent, and prove obligation, and charge for indebtedness in the petition against him, submitted at his expressed desire in open Court to enforce compliance with the Executive order given in Dr Anderson's letter of June 1861

And Dr Clark wrote me at Beirut April 1868 in approval of his action in the case. Therefore the account is "a claim upon the Treasury of A. B. C. F. M." etc. Yours as ever W. A. Benton

Shrewsbury Oct. 12. 1849

Dear Sir,

Pursuant to the
tions of your note, we
you with our plan to attend the
Annual Meeting of the American
Board.

Now what is the pleasure of
the Prudential Committee with
regard to the document and
the account I have submitted
for their decision? Has my note
to Mr Johnson been paid? What
is the amount thereof? Have
you received that note from
Syria?

Renewing the offer of
ourselves as Missionaries, as
our number ~~[illegible]~~ services
at the direction of the C
to reside and labor at
suitable station upon

Mountain Lebanon,
Christian Salutations to all
Visitinary Home,
We remain as ever
Very faithfully Yours,
William A. Benton
L. G. Benton

Rev N. G. Clark, D.D.
For Sec. A. B. C. F. M.
Boston Mass.

P.S. We intend to leave this place and return to Worcester Mass. in two or three days.—

Rev. N. A. & Mrs. Ben

Shrewsbury, Oct. 1

Rec'd Oct. 14.